

Clerk's Stamp:

COURT FILE NUMBER	1903 01275
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	924825 ALBERTA LTD.
DEFENDANTS	BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI
DOCUMENT	<u>BENCH BRIEF IN SUPPORT OF ORDER CONFIRMING SALE AND VESTING TITLE</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP Barristers and Solicitors Suite 2700, Stantec Tower 10220 103 Avenue NW Edmonton, AB T5J 0K4 Attention: Jerriitt Pawlyk / Bryce Wells Phone: 780-429-6835 Fax: 780-670-4329 Email: jerritt.pawlyk@dlapiper.com File No.: 101070-00001

I. INTRODUCTION

1. The Applicant writholders, El Vasco Inc., Amit Grover, Jara Grover and Ngai Sai Leong, apply for an Order Confirming Sale and Vesting Title with respect to the property at issue in this Action (the “**Property**”).
2. The offer for sale is made by Justin Laszuk and Jessica Hopkins in the amount of \$1,525,000.00. Conditions of the offer have been waived.

Affidavit of Cassy Anderson sworn June 2, 2025, Exhibit “A” (TAB 1)

Affidavit of Cassy Anderson sworn June 9, 2025 , Exhibit “A” (TAB 1)

3. The main intention of these submissions is to alleviate any confusion as to why the Court should confirm sale and vest title notwithstanding unresolved questions concerning:
 - (i) the quantum and of indebtedness owed under the subject Plaintiff mortgage (2nd mortgage on title) and other Plaintiff mortgage (1st mortgage on title); and
 - (ii) the validity of a third mortgage, currently held by a different party, Brent Desouza.
4. The above questions are intended to be dealt with by written submissions and a further appearance before Honourable Applications Judge B.W. Summers pursuant to his prior direction of March 21, 2024, at which time he found the administration of the Plaintiff's mortgages and Defendant's, Bartosz Kossowski, involvement in it, to be “a scheme [...] to defraud creditors quite frankly”. Applications Judge Summers stated he “didn't like what happened, obviously, that there's fraud” and owing to that, “it probably is better to see that it's sold before I consider who's getting what”.

Order of A.J. B.W. Summers, filed March 27, 2024 (TAB 2)

Transcript of Proceedings, dated March 21, 2024, pgs. 2, 13-15 (TAB 3)

II. BACKGROUND

The Applicant Writholders

5. The three Applicant writholders registered writs of enforcement against the subject lands in 2019 as follows:
 - Grovers - \$110,000.00 face amount (registered October 24, 2019)
 - El Vasco - \$80,193.00 face amount (registered October 24, 2019)
 - Leong - \$30,000.00 face amount (registered December 10, 2019)

Certificate of Title, dated June 27, 2025 (TAB 4)

Brent Desouza Mortgage (3rd Mortgage subject to Action #1803 25295)

6. Brent DeSouza ("**Desouza**") is the current registered mortgagee of the third mortgage on title to the subject lands, instrument 182 077 852 ("**3rd Mortgage**"). The face value of the 3rd mortgage is \$117,500.00.
7. It is agreed and uncontested the 3rd mortgage was paid out by the Defendants, and later returned to the Defendant, Bartosz Kossowski ("**Kossowski**") by its holder, 1380195 Alberta Ltd. ("**138**"), on or about May 31, 2023. So much was confirmed by the Plaintiff, 924825 Alberta Ltd.s' ("**924**"), "agent" and affiant in this Action, Parnell Levesque ("**Levesque**"), at cross-examination and by answers to undertakings, and by Kossowski, by affidavits, wherein he stated he was provided a transfer of the 3rd Mortgage and acknowledged the mortgage was paid out.

**Transcript from Cross-Examination of Parnell Levesque held September 1, 2023,
pgs. 26-27 (TAB 5)**

**Answers to Undertakings of Parnell Levesque from cross-examination,
Undertaking #1 (TAB 6)**

Affidavit of Bartosz Kossowski, sworn January 12, 2024, para 11 (TAB 7)

Affidavit of Bartosz Kossowski, sworn February 28, 2024, para 4 (TAB 8)

8. The 3rd Mortgage was transferred to Kossowski on May 31, 2023 by way of letter from 138's solicitors enclosing the Transfer of Mortgage document left blank for any potential person or entity to be named as transferee. The blank transfer was signed by Levesque as President of 138 and on its behalf. With the transfer document, a similar blank assignment of Action was provided to Kossowski with respect to the foreclosure Action (1803 25295) on-going at that time by 138 as against Kossowski and the same Property.

Exhibit "B" (for identification) at cross-examination of Parnell Levesque (TAB 9)

9. The blank Transfer or Mortgage was thereafter filled-in to enter Desouza as named transferee and registered February 26, 2024 on title of the Property.

Instrument #242 054 511 (TAB 10)

924's Mortgages (1st Mortgage subject to Action #2003 15697; 2nd Mortgage subject to this
Action #1903 01275)

10. 924 is registered mortgagee of the first two mortgages on title, instruments 162119 272 ("**1st Mortgage**") and 162 158 363 ("**2nd Mortgage**").
11. The 1st and 2nd Mortgages were, as admitted by Kossowski and Levesque, purchased by 924 from other lenders (CIBC and Calvert Mortgage, respectively) on agreement to accrue interest and "eventually take up all the available equity in the Property to exclude it from the writ holders".

Affidavit of Bartosz Kossowski, sworn February 28, 2024, para 5 (TAB 8)

**Transcript from Cross-Examination of Parnell Levesque held September 1, 2023,
pg. 37-38 (TAB 5)**

12. Levesque, on 924's behalf, and Kossowski agreed to a lower interest rate as between them, unbeknownst to the writholders, to facilitate the scheme to defeat the writ holders.

Affidavit of Bartosz Kossowski, sworn February 28, 2024, paras 5-6 (TAB 8)

13. Levesque and Kossowski further agreed:
- i. Buildtech, a company operated by Levesque, would receive monthly invoices from My Home Design, a company operated by Kossowski, in the amount of \$8,000 each;
 - ii. Buildtech would pay the \$8,000 monthly invoices, and Levesque would immediately be reimbursed for the payment.

Affidavit of Bartosz Kossowski, sworn January 12, 2024, para 12 (TAB 7)

Affidavit of Bartosz Kossowski, sworn February 28, 2024, para 7 (TAB 8)

14. Levesque and Kossowski worked hand-in hand in a plan to use the three Mortgages "to 'exclude' [Kossowski's] writ holders from any equity in the Property. As further part of the scheme, Kossowski would receive a credit of 20% of the invoiced monies returned to Levesque to be applied against the 1st Mortgage, 2nd Mortgage, and 3rd Mortgage.

Affidavit of Bartosz Kossowski, sworn January 12, 2024, para 12 (TAB 7)

Affidavit of Bartosz Kossowski, sworn February 28, 2024, para 7 (TAB 8)

**Transcript from Cross-Examination of Parnell Levesque held September 1, 2023,
pgs. 37-38 (TAB 5)**

15. The 2nd Mortgage was purchased by 924 from Calvert Mortgage using the proceeds received by 138/924/Levesque from payout of the 3rd Mortgage (the mortgage now purportedly owned by Desouza).

**Transcript from Cross-Examination of Parnell Levesque held September 1, 2023,
pgs. 26-27 (TAB 5)**

16. Levesque/924 and Kossowski started discussing a strategy to exclude the writholders when 924 obtained the Calvert Mortgage.

**Transcript from Cross-Examination of Parnell Levesque held September 1, 2023,
pgs. 37-38 (TAB 5)**

17. No payments were ever made by Kossowski toward the 1st Mortgage or 2nd Mortgage after purchase by 924.

**Transcript from Cross-Examination of Parnell Levesque held September 1, 2023,
pg. 81 (TAB 5)**

Particulars of 2ND Mortgage

18. The face amount of the 2nd Mortgage on title is \$257,500.00.
19. To the Applicant's best understanding, though it has not been advanced in evidence and has only been represented by the Plaintiff's counsel, 924 purchased the 2nd Mortgage from Calvert Mortgage on February 28, 2019 for \$271,426.41.

Calculations provided by Robert Gillespie (TAB 11)

20. The 2nd Mortgage matured on May 31, 2017. 924 did not obtain a redemption order on the 2nd mortgage until May 25, 2021, at which time it asserted in its Statement of Secured Indebtedness a total due to Plaintiff of \$431, 609.07.

Affidavit of Sherry Roscoe, filed June 21 2023, Exhibits "A" and "C" (TAB 12)

Particulars of 1ST Mortgage

21. The face amount of the 1st Mortgage on title is \$700,000.00.
22. The 1ST Mortgage was bought by 924 in May 2022 from CIBC after CIBC had obtained a redemption order granted on November 23, 2021 (6 months earlier) in a separate Action (2003 15697). The Statement of Secured Indebtedness under the redemption order stipulated a total due to CIBC of \$712,609.37, as a result of interest accrued and unpaid principal from at least April 15, 2020.

Affidavit of Sherry Roscoe, filed June 21 2023, paras 3 & 6, Exhibit "D" (TAB 12)

23. The amount claimed to be outstanding to the Plaintiff under the mortgages, at this time, is unknown to the Applicants.

Value And Listing of Property

24. On July 18, 2022, 138 in enforcement of the 3rd Mortgage filed an Affidavit of Value in respect of the Property noting a market value of \$1,320,000.00.

Affidavit of Value of Ron Dinning, filed July 18, 2022, Exhibit "A" (TAB 13)

25. The Affidavit of Value of the Applicant Writholders filed in the 3rd Mortgage action estimated a value of \$1,725,000.00.

Affidavit of Value of Ray Trainberg, filed August 10, 2022, Exhibit "A" (TAB 14)

26. The Property was listed since the issuance of the March 24, 2024 order directing its listing with the current realtor, Janice Kosak.
27. The most recent Order of the Court (obtained by consent of the Plaintiff and Kossowski) required the Property be listed at \$1,550,000.00, effective May 31, 2025. The offer for sale sought to be approved is for a price of \$1,525,000.00 (which offer was made when the listing price was \$1,600,000.00).

Order of A.J. B.W. Summers, filed June 25, 2025 (TAB 15)

III. ARGUMENT

The 3RD Mortgage is Invalid and Unenforceable

28. It is anticipated Desouza may appear at the hearing of the application for an Order for Sale and Vesting Title to assert the 3rd Mortgage as a valid interest in the Property. To be clear, it is not valid and certainly does not rank in priority to the various writholders on title.
29. Desouza is an occupant of the property under an asserted but undisclosed lease. To the extent any relief is sought by Desouza or submissions made by him, the Court should be cognizant of the noted circumstances of the 3rd Mortgage.

There is No Equity in the Property

30. The net sale proceeds anticipated from the sale of the Property on a \$1,525,000.00 sale is as follows:

Sale Price: \$1,525,000.00

Less: \$58,419.00 (Property Tax arrears at May 29, 2025)

Less: \$49,750.00 (Sales Commission - \$7,000 on first \$100,000 + \$42,750 on additional \$1,425,000)

Net Sale Proceeds Available to Creditors: \$1,416,831.00

31. It is accepted law in Alberta a lender has an obligation to proceed in a reasonably expeditious manner in its enforcement of a mortgage.

***Paradigm v Fox*, 2012 ABQB 70 at para 15 (TAB 16)**

32. Noting the fraudulent scheme to defeat creditors (as noted by Honourable A.J. B.W. Summers) and the broader obligation at law for 924 (and its mortgagee predecessors) to proceed expeditiously, the Applicant submits the mortgage indebtedness owing under the 1st and 2nd Mortgages should be calculated as not more than as follows and for the following reasons:

2ND Mortgage (\$271,426.41):

The above amount is the February 28, 2019 purchase amount represented by the Plaintiff's counsel. The mortgage matured, by all appearances, on May 31, 2017. The mortgage was purchased in furtherance of the admitted scheme to the writ holders, and, further, pursued without reasonable expediency by 924 or its mortgagee predecessor.

1st Mortgage (\$712,609.37)

The above amount is the indebtedness ordered to CIBC by the Redemption Order pronounced November 23, 2021. This mortgage was purchased in furtherance of 924's/Kossowski's scheme to defeat the writholders, and further, was not enforced by 924 or its mortgagee predecessor in a reasonably expeditious fashion.

Total Highest Mortgage Indebtedness Against Property = \$984,035.78

33. The 3rd Mortgage was paid out and should not be considered by the Court in any respect in considering whether to grant the requested Order.
34. The face amount of the remaining encumbrances registered against the Property amounts to approximately \$673,295.00.
35. Assuming 1st and 2ND Mortgages indebtedness is calculated as noted above (\$984,035.78), which the Applicants anticipate 924 will not agree with, the proceeds available to remaining creditors following priority mortgage payout is \$432,795.22 (assuming no asserted interest in the proceeds by the joint tenant of the Property), which is insufficient by at least \$240,499.78 to payout the remaining creditors.
36. The Applicants submit granting an Order Approving Sale and Vesting title on the \$1,525,000.00 offer submitted is just and equitable in the circumstances.
37. Noting the circumstances, the Applicants' solicitors, DLA Piper (Canada) LLP, should be entitled to close the sale and to hold any net proceeds, excepting realtor commissions and property tax arrears, in trust pending further order of the Court.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 30th DAY OF JUNE, 2025.

DLA PIPER (CANADA) LLP



Per: Bryce Wells / Jerritt Pawlyk
Solicitors for the Applicant Writholders,
El Vasco Inc., Amit Grover, Jara Grover
and Ngai Sai Leong

TAB 1

THIS IS EXHIBIT "A" referred to in
the Affidavit of **Cassy Anderson**
SWORN BEFORE ME this 2nd day
of June, 2025.


A COMMISSIONER FOR OATHS in and
for the Province of Alberta.

SHELLEY J. GROVE
A Commissioner for Oaths in
and for the Province of Alberta.
My Commission Expires Oct. 15, 2026

RESIDENTIAL PURCHASE CONTRACT

Between

THE SELLER

and

THE BUYER

Name BARTOSZ KOSSOWSKI

Name Justin Laszuk

Name MALGORZATA KOSSOWSKI

Name Jessica Hopkins

1. THE PROPERTY

1.1 The Property is:

(a) the land and buildings located at:

Municipal address: 14025 106A Ave NW

(street number and name)

Edmonton., Alberta T5N 1E2
(municipality) (postal code)

Legal description: Plan 4677HW Block 67A Lot 6 Other _____

(b) these unattached goods

Central A/C, Fridge, Wall Oven, Gas Countertop, BI Dishwasher, Washer, Dryer, Wine/Beverage Cooler, Blinds, Window Coverings, Garage Opener, Garage Controls

(c) the attached goods except for _____

2. PURCHASE PRICE AND COMPLETION DAY

2.1 The Purchase Price is \$ 1,450,000 1,525,000 *JP JH*

2.2 The Purchase Price includes any applicable Goods and Services Tax (GST).

2.3 This contract will be completed, the Purchase Price fully paid and vacant possession given to the buyer at 12 noon on JUNE 23, 2025 (Completion Day).

2.4 The seller represents and warrants that on Completion Day, the Property will be in substantially the same condition as when this contract was accepted and the attached and unattached goods will be in normal working order.

3. GENERAL TERMS

3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:

- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
- (b) the laws of Alberta apply to this contract;
- (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
- (d) Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
- (e) a reference to the seller or buyer includes singular, plural, masculine and feminine;
- (f) the seller will disclose known Material Latent Defects. Material Latent Defect means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
- (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
- (h) the seller will ensure the seller's representations and warranties are true by:
 - (i) reviewing documents such as a Real Property Report (RPR), land title and registrations on title;
 - (ii) determining non-resident status for income tax purposes and determining any dower rights; and
 - (iii) doing other needed research;
- (i) the buyer may get independent inspections or advice on items such as land title, registrations on title, RPR, current and future use, buildings and mechanical systems, property insurance, title insurance, size of the land and buildings, interior and exterior measurements and other items important to the buyer;
- (j) contract changes that are agreed to in writing will supersede the pre-printed clauses;

6.2 The representations and warranties in this contract:

- (a) are made as of, and will be true at, the Completion Day; and
- (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

7. DOWER**7.1** The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:

- (a) have the non-owner spouse sign this contract; and
- (b) provide a completed Dower Consent and Acknowledgement form to be attached to and form part of this contract on or before _____, 20_____. (seller to enter an appropriate date).

If the seller fails to provide the completed Dower Consent and Acknowledgement form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgement form, even if delivered late.

8. CONDITIONS**8.1** The seller and buyer will:

- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and
- (b) pay for any costs related to their own conditions.

8.2 Buyer's Conditions

The buyer's conditions are for the benefit of the buyer and are:

(a) Financing

This contract is subject to the buyer securing new financing, not to exceed _____% of the Purchase Price from a lender of the buyer's choice and with terms satisfactory to the buyer, before _____ m. on June 6, 2025 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(b) Property Inspection

This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before _____ m. on _____, 20_____. (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(c) Sale of Buyer's Property

This contract is subject to the sale of the buyer's property before _____ m. on _____, 20_____. (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.

(d) Additional Buyer's Conditions

before _____ m. on _____, 20_____ (Condition Day).

8.3 Seller's Conditions

The seller's conditions are for the benefit of the seller and are:

before _____ m. on _____, 20_____ (Condition Day).

8.4 Condition Notices

Each party will give the other written notice that:

- (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or
- (b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.

9. ATTACHMENTS AND ADDITIONAL TERMS

9.1 The selected documents are attached to and form part of this contract:

- ☐ Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
- ☐ Tenancy Schedule
- ☐ Manufactured Home Schedule
- ☐ Sale of Buyer's Property Schedule
- ☐ Addendum
- ☐ Other _____

9.2 Other terms:

The buyers brokerage rejects the offer of compensation through the MLS system. The Seller agrees to pay 3.5% on the first 100,000 and 1.5% on the balance of purchase price plus GST to the buyers brokerage to settle the buyers brokerage agreement with their representative, to be paid through the proceeds of the sale at closing by the sellers lawyer



10. CLOSING PROCESS
Closing Documents

- 10.1 The seller or seller's lawyer will deliver normal closing documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage financing and verify the transfer of other value items.
- 10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

Payments and Costs

- 10.3 The buyer will pay the Purchase Price by lawyer's trust cheque or bank draft.
- 10.4 Items such as real estate property taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.5 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after Completion Day.
- 10.6 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.7 The seller will pay the costs to prepare the closing documents, including an RPR where required, costs to end an existing tenancy of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.8 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

Closing Day Delays

- 10.9 If the seller fails to deliver the closing documents in accordance with clause 10.1 or 10.2, then:
- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the closing documents and has a reasonable time to review and register them, obtain the advance of mortgage financing and verify the transfer of other value items; and
 - (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.
- 10.10 If the seller has complied with clauses 10.1 and 10.2 but the buyer is not able to close in accordance with this contract, then:
- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
 - (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.
- 10.11 The seller and buyer will instruct their lawyers to follow the Western Law Societies Conveyancing Protocol in the closing of this transaction, if appropriate.



11. INSURANCE

11.1 The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

12. REMEDIES

- 12.1** If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2** On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek costs and other remedies.
- 12.3** The seller and buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

13. NOTICE AND DOCUMENTS

- 13.1** A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2** A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3** Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4** For documents that require a signature, an electronic signature, as defined in the *Electronic Transactions Act* (Alberta), or a digitized signature will have the same function as an ink signature.

14. AUTHORIZATION

14.1 The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person or sent by fax or email to the authorized representative.

The seller authorizes:

Seller's Brokerage:Name: Maxwell Challenge RealtyAddress: 201 6650 177 Street NWEdmonton. AB.T5T 4J5**Brokerage Representative:**Name: JANICE L KOSAKPhone: 780.271.3900

Fax: _____

Email: Janicekosak20@gmail.com

The buyer authorizes:

Buyer's Brokerage:Name: Century 21 All Stars Realty LtdAddress: 312 Saddleback RdEdmonton. AB.T6J 4R7**Brokerage Representative:**Name: Diane CameronPhone: 780.232.3626

Fax: _____

Email: D.cameron@shaw.ca

14.2 If the seller or buyer does not authorize a brokerage, then:

The seller authorizes: _____

The buyer authorizes: _____

14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

15. CONFIRMATION OF CONTRACT TERMS

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
 - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
 - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller initials _____

Buyer initials JK JH**16. LEGAL OBLIGATIONS BEGIN**

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and buyer as well as their heirs, administrators, executors, successors and assigns.

17. OFFER

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counteroffer will be open for written acceptance until _____ m.
on _____, 20_____.

Signed at _____ Edmonton _____, Alberta at _____ m. on 5/27/2025 | 2:06 PM MDT, 20_____.

Buyer Sign _____ Witness Signature _____ Witness Name (print) _____

Signed at _____ Edmonton _____, Alberta at _____ m. on 5/27/2025 | 2:20 PM MDT, 20_____.

Buyer Sign _____ Jessica Hopkins _____ Witness Signature _____ Witness Name (print) _____

18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

Signed and dated at _____, Alberta at _____ m. on _____, 20_____.

Seller Signature _____ Witness Signature _____ Witness Name (print) _____

Signed and dated at _____, Alberta at _____ m. on _____, 20_____.

Seller Signature _____ Witness Signature _____ Witness Name (print) _____

Non-owner spouse signature (when dower rights apply):

Signed and dated at _____, Alberta at _____ m. on _____, 20_____.

Non-Owner Spouse Signature _____ Non-Owner Spouse Name (print) _____

Witness Signature _____ Witness Name (print) _____

The following is for information purposes and has no effect on the contract's terms:**REJECTION**

I do not accept this offer/counteroffer. No counteroffer is being made.

Date: _____ Date: _____

Seller: _____ Buyer: _____

CONVEYANCING INFORMATION**Seller's Information:**

Address _____

Phone _____ Fax _____

Lawyer Name _____

Firm _____

Address _____

Phone _____ Fax _____

Email _____

Buyer's Information:

Address _____

Phone _____ Fax _____

Lawyer Name _____

Firm _____

Address _____

Phone _____ Fax _____

Email _____

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SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

and

Justin Laszuk and Jessica Hopkins (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - (a) the condition of any buildings or improvements located on the Property;
 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;

- 8 -

- (g) the size and dimensions of the Property or any building or improvements located thereon;
- (h) whether or not the Property is contaminated with any hazardous substance; and
- (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

4. If the Property is a condominium:
 - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation

(c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

17

THIS IS EXHIBIT "A" referred to in
the Affidavit of **Cassy Anderson**
SWORN BEFORE ME this 9th day
of June, 2025.



A COMMISSIONER FOR OATHS in and
for the Province of Alberta.

Diana Barungi
A Commissioner for Oaths
in and for Alberta
My Commission Expires Jan. 22, 2028



NOTICE

(For waiver/satisfaction of conditions)

This document forms part of purchase contract #: E4419993

Seller Bartosz Kossowski Buyer Justin Laszuk

Seller Malgorzata Kossowski Buyer Jessica Hopkins

Municipal Address: 14025 106A Ave NW

For giving notice, the Notice and Documents section of the contract applies.

WAIVER/SATISFACTION OF CONDITION(S)

We, the buyers, unilaterally waive or have satisfied the following condition(s):
(seller or buyer)

8.2 a Financing Condition

All other terms and conditions in the contract remain unchanged.

Signed and dated at Edmonton, Alberta at _____m. on _____, 206/5/2025 | 2:56 PM MDT


 Buyer/Seller Signature

 Witness Signature

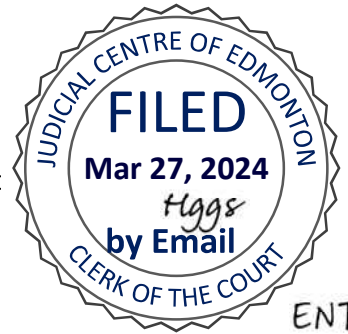
 Witness Name (print)

Signed and dated at Edmonton, Alberta at _____ m. on 6/5/2025 | 2:55 PM MDT, 2025

Buyer/Seller Signature Jessica Hopkins Witness Signature _____ Witness Name (print) _____

TAB 2

Clerk's Stamp:



COURT FILE NUMBER 1903 01275

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF 924825 ALBERTA LTD.

DEFENDANTS BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI

DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Jerriitt Pawlyk/ Bryce Wells
DLA Piper (Canada) LLP
2700 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 429-6803
Fx. (780) 428-1066
File No.: 101070-00001

DATE ON WHICH ORDER WAS PRONOUNCED: March 21, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON

NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER: Judge B.W. Summers

UPON the application of the Defendants, Bartosz Kossowski and Malgorzata Kossowski, filed January 23, 2024; AND UPON hearing from counsel for the Plaintiff, 924825 Alberta Ltd., and counsel for subsequent encumbrancers, Amit Grover and Jaira Grover, El Vasco Inc., Kerri Watt, Christopher Watt, and Ngai Sai Leong ("**Writholders**");

IT IS HEREBY ORDERED:

1. The mortgaged Lands, as described in Application Judge B.W. Summers' May 25, 2021 Redemption Order Listing (the "Redemption Order"), shall be forthwith listed for sale with Janice Kosak (Maxwell Challenge Realty) at such fair market value recommended by Janice Kosak, and agreed by counsel for the Plaintiff, Defendants, and for the Writholders.
2. If the parties cannot agree on listing price or arrangements, they shall re-appear before Applications Judge B.W. Summers.
3. The Defendants' Application filed January 23, 2024 to, *inter alia*, vary the Redemption Order (the "Application to Vary") is granted. The issue of how the Redemption Order shall

be varied is adjourned sine die and Applications Judge B.W. Summers shall be seized to hear such application.

4. The parties shall provide written submissions in advance of the hearing of the Defendants' Application to Vary.



APPLICATIONS JUDGE IN
CHAMBERS

APPROVED BY:

ROBERT D. GILLESPIE

Solicitor for the Plaintiff,
924825 Alberta Ltd.

BISHOP & MCKENZIE LLP



Jose Delgado
Solicitor for the Defendants,
Bartosz Kossowski and Malgorzata Kossowski

be varied is adjourned sine die and Applications Judge B.W. Summers shall be seized to hear such application.

4. The parties shall provide written submissions in advance of the hearing of the Defendants' Application to Vary.

APPLICATIONS JUDGE IN
CHAMBERS

APPROVED BY:

ROBERT D. GILLESPIE



Solicitor for the Plaintiff,
924825 Alberta Ltd.

BISHOP & MCKENZIE LLP

Jose Delgado
Solicitor for the Defendants,
Bartosz Kossowski and Malgorzata Kossowski

TAB 3

Action No.: 1903-01275
E-File Name: EVK25924825
Appeal No.: _____

IN THE COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

BETWEEN:

942825 ALBERTA LTD.

Plaintiff

and

BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI

Defendants

P R O C E E D I N G S

Edmonton, Alberta
March 21, 2024

Transcript Management Services
1901-N, 601-5th Street SW
Calgary, Alberta T2P 5P7
Phone: (403) 297-7392
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1 on false affidavits, to put it mildly.

2
3 THE COURT: Well, I know it seemed like it was both parties
4 participating in a scheme, I think was the phrase used, to defraud creditors. Yes.

5
6 MR. DELGADO: Certainly, I mean, I -- I don't know if I would go
7 that far, the -- the intention was certainly to keep the equity that my client, Mr. Kossowski,
8 had in his property out of the hands of the creditors and to advance that.

9
10 THE COURT: I -- I saw it as a scheme --

11
12 MR. DELGADO: Yeah.

13
14 THE COURT: -- to defraud creditors quite frankly. So, all right,
15 anyway, please introduce counsel and --

16
17 THE COURT CLERK: Write your names.

18
19 THE COURT: -- then carry on.

20
21 MR. DELGADO: Mr. Robert Gillespie is counsel for the plaintiff
22 mortgagee, 924825 Alberta Ltd. My friend, Bryce Wells from DLA Piper, is counsel for
23 certain writ creditors who do have an interest in this matter.

24
25 MR. WELLS: I can give those names as well, if -- if you would
26 like.

27
28 THE COURT: I'm sorry?

29
30 MR. WELLS: I can give those names if you would like.

31
32 THE COURT: Sorry, Mr. Wells?

33
34 MR. WELLS: Yeah, correct.

35
36 THE COURT: For?

37
38 MR. WELLS: For several writ creditors on the property.

39
40 THE COURT: All right. Then go ahead, Mr. Delgado.

1 **Decision**

2
3 THE COURT: Well -- well, okay, well I'm prepared to grant an
4 order then. I mean, I -- I want to get this place sold --

5
6 MR. BELL: Perfect.

7
8 THE COURT: -- get the -- get the interest clock stopped for
9 people as much as possible, and get a determination as to how much is there, the respective
10 claims to it.

11
12 Clearly I am distressed at the suggestion that an order I granted coming up 3 years ago may
13 have been granted upon fraudulent evidence as to debt, and notwithstanding the passage of
14 time, it's always open to the court to open something up that has been obtained by fraud.
15 So, I must say I'm certainly in -- of the view that should be done.

16
17 What troubles me at this stage is working out what is a fair calculation under the principles.
18 I mean I understand some concepts, the passage of time being -- being one that almost,
19 well, 3 years since the order was granted, 2 1/2 years since when the redemption period
20 expired. And then appropriate interest rate, and then the \$8,000 per month and the
21 20 percent that would have accrued to Mr. Kossowski, and -- and where that figures in.

22
23 And I quite frankly, gentlemen, I'm not sure that I've got a handle right now as to what a
24 fair number would be, so what I'd like to do is to adjourn that, I'd like to stay seized with
25 that if there is no objection. I would even welcome written submissions if that is
26 appropriate. I -- I don't want to put you into a special chambers, I think that we can deal
27 with this in a morning chambers scenario, but I -- I would -- I would greatly welcome some
28 sort of written submissions from each as to the appropriate calculation as to what the debt
29 is.

30
31 And -- and so, am I correct, because, as Mr. Wells said, both mortgages have been wound
32 into one, so that we're talking about the interest rate of both the Calvert and the CIBC, and
33 -- and they're -- and they -- they both have an impact as to what the amount should be?

34
35 MR. GILLESPIE: The calculations I have submitted to
36 Mr. Delgado were different for the two different mortgages.

37
38 THE COURT: Right.

39
40 MR. GILLESPIE: Because of the (INDISCERNIBLE). If worse
41 came to worse we might wind up falling back on the *Canada Interest Act*, I suppose. But

1 certainly we can supply you with detailed information as to amounts advanced and
2 calculations.

3
4 THE COURT: Okay.

5
6 MR. GILLESPIE: So --

7
8 THE COURT: That -- that's what I'd like to do for this moment
9 is simply to adjourn to no fixed date. I will grant an order that it can be held or not,
10 depending whatever you want, that the property be sold for or listed for sale with a realtor
11 at fair market value, and that the application will come back before me on a recalculation
12 of the amount owing. And -- and perhaps it's best that it come back after the sale. I don't
13 know, I mean, if you can deal with it before and we don't know how much we're talking
14 about, I suppose, but it probably is better to see that it's sold before I consider who's getting
15 what.

16
17 So, as I say, I think I've got the principles, I think I've got the -- the -- the why we're here
18 at this stage and -- and the problems facing all the parties, but I'm just not prepared to make
19 a calculation on the math yet.

20
21 MR. WELLS: Okay.

22
23 THE COURT: All right?

24
25 MR. WELLS: So, if I've the order correct, it's to list the property
26 for sale with Janice Kozak?

27
28 THE COURT: If there's no objection to that?

29
30 MR. GILLESPIE: No, Sir.

31
32 MR. WELLS: Okay, and then do -- I -- I'm saying forthwith, I
33 -- I don't know if --

34
35 THE COURT: Sure, yeah.

36
37 MR. WELLS: -- we need a timeframe on that?

38
39 THE COURT: And it's at such amount as may be recommended
40 by Janice Kozak and agreed to by the parties, and if there's no agreement on the list price
41 you can come back to me. Although I would like to think that you can -- you can do that.

1
2 MR. DELGADO: And also that the issues as to the quantum of the
3 amounts owing are -- are adjourned *sine die* with yourself being seized of it.
4
5 THE COURT: Yes.
6
7 MR. GILLESPIE: That's very sensible, Sir.
8
9 THE COURT: Any -- anything else?
10
11 MR. DELGADO: I didn't want to speak to costs, Sir, but given your
12 direction --
13
14 THE COURT: I -- I think we need to get into the merits --
15
16 MR. DELGADO: Yeah. I don't think we can get into this.
17
18 THE COURT: -- first, Mr. Delgado. I -- I mean, I mean I got a
19 sense of I -- I didn't like what happened, obviously, that there's fraud, although it seems
20 Mr. Kossowski was participating to some extent, and so I'm going to have to wrap my mind
21 around --
22
23 MR. DELGADO: Understood, Sir.
24
25 THE COURT: -- all of the factors, both in determining the
26 amounts being distributed to each party and the costs that follow. All right?
27
28 MR. DELGADO: Thank you, Sir.
29
30 MR. WELLS: Thank you, Sir.
31
32 THE COURT CLERK: Sir, it's adjourned *sine die*?
33
34 THE COURT: It is a -- yeah, there's an order to follow, but on
35 sale, but it is otherwise adjourned *sine die*, and I am seized with it.
36
37 MR. GILLESPIE: Thank you, Sir.
38
39 MR. WELLS: Sounds good. Thank you, Sir.
40
41 THE COURT: Thank you.

TAB 4



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0017 434 846 4677HW;67A;6 142 341 167

LEGAL DESCRIPTION
PLAN 4677HW
BLOCK 67A
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;53;1;NW
ATS REFERENCE: 4;25;53;2;RL

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 142 268 649

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

142 341 167 10/10/2014 TRANSFER OF LAND \$500,000 \$500,000

OWNERS

BARTOSZ KOSSOWSKI

AND
MALGORZATA KOSSOWSKI
BOTH OF:
14025-106A AVENUE
EDMONTON
ALBERTA T5N 1E2
AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

162 119 272 04/05/2016 MORTGAGE
MORTGAGEE - 924825 ALBERTA LTD.
11442-142 ST

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

142 341 167

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5M1V1
ORIGINAL PRINCIPAL AMOUNT: \$700,000
(DATA UPDATED BY: TRANSFER OF MORTGAGE
222276860)

162 158 363 16/06/2016 MORTGAGE
MORTGAGEE - 924825 ALBERTA LTD.
BOX 78064
6655 178 STREET
EDMONTON
ALBERTA T5T6A1
ORIGINAL PRINCIPAL AMOUNT: \$257,500
(DATA UPDATED BY: TRANSFER OF MORTGAGE
192060113)

182 077 852 05/04/2018 MORTGAGE
MORTGAGEE - BRENT DESOUZA
C/O BART KOSSOWSKI
8707 73 STREET
EDMONTON
ALBERTA T6B1Z9
ORIGINAL PRINCIPAL AMOUNT: \$117,500
(DATA UPDATED BY: 182082333)
(DATA UPDATED BY: TRANSFER OF MORTGAGE
202241144)
(DATA UPDATED BY: TRANSFER OF MORTGAGE
222208396)
(DATA UPDATED BY: TRANSFER OF MORTGAGE
232292447)
(DATA UPDATED BY: TRANSFER OF MORTGAGE
242054511)

182 262 353 19/10/2018 WRIT
CREDITOR - NULOOK BUILDERS INC.
53332 R.R. 215
ARDROSSAN
ALBERTA T8E2B2
DEBTOR - BART KOSSOWSKI
DEBTOR - MALGORZATA KOSSOWSKI
BOTH OF:
14025-106A AVE
EDMONTON
ALBERTA T5N1E2
AMOUNT: \$15,220 AND COSTS IF ANY
ACTION NUMBER: 180319518

192 017 389 21/01/2019 WRIT
CREDITOR - CANADIAN IMPERIAL BANK OF COMMERCE.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

142 341 167

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		C/O 70032 LONDONDERRY P.O. EDMONTON ALBERTA T5C3C6 DEBTOR - MALGORZATA KOSSOWSKI 14025 106A AVENUE NW EDMONTON ALBERTA T5N1E2 AMOUNT: \$44,173 AND COSTS IF ANY ACTION NUMBER: 1903 00665

192 025 265	30/01/2019	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162119272
-------------	------------	---

192 035 535	13/02/2019	WRIT CREDITOR - D STUART JOHNSTON 104 11012-82 AVENUE EDMONTON ALBERTA T6G2P6 DEBTOR - MY HOME DESIGN AND CONSTRUCTION LTD. 14025 106A AVENUE EDMONTON ALBERTA T5N1E2 AMOUNT: \$625 AND COSTS IF ANY ACTION NUMBER: 190302163
-------------	------------	---

192 257 072	24/10/2019	WRIT CREDITOR - AMIT GROVER CREDITOR - JAIRA GROVER BOTH OF: 307-10178 117 ST NW EDMONTON ALBERTA T5K2X9 DEBTOR - BARTOSZ KOSSOWSKI 14025 106A AVE NW EDMONTON ALBERTA T5N1E5 AMOUNT: \$110,000 AND COSTS IF ANY ACTION NUMBER: 180322957
-------------	------------	---

192 257 073	24/10/2019	WRIT CREDITOR - EL VASCO INC. 11625 147 STREET NW EDMONTON ALBERTA T5M1W3 CREDITOR - KERRI WATT CREDITOR - CHRISTOPHER WATT BOTH OF: 11625-147 ST NW EDMONTON
-------------	------------	--

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

142 341 167

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T5M1W3
DEBTOR - BARTOSZ KOSSOWSKI
14025 106A AVE NW
EDMONTON
ALBERTA T5N1E5
AMOUNT: \$80,193 AND COSTS IF ANY
ACTION NUMBER: 180321243

192 296 339 05/12/2019 WRIT
CREDITOR - LANGIER REAL ESTATE DEVELOPMENTS LTD.
C/O PATRICK & PATRICK
300, 10310 JASPER AVENUE NW
EDMONTON
ALBERTA T5J2W4
DEBTOR - BARTOSZ KOSSOWSKI
14025 - 106A AVENUE
EDMONTON
ALBERTA T5N1E2
AMOUNT: \$28,000 AND COSTS IF ANY
ACTION NUMBER: 1903-23736

192 299 170 10/12/2019 WRIT
CREDITOR - NGAI SAI LEONG
13603 101 AVE NW
EDMONTON
ALBERTA T5N0J4
DEBTOR - BARTOSZ KOSSOWSKI
14025 106A AVE
EDMONTON
ALBERTA T5N1E5
AMOUNT: \$30,000 AND COSTS IF ANY
ACTION NUMBER: 190300156

202 002 616 06/01/2020 WRIT
CREDITOR - CAPITAL ONE BANK (CANADA BRANCH) .
70032 LONDONDERRY PO
EDMONTON
ALBERTA T5C3C6
DEBTOR - BARTOSZ M KOSSOWSKI
14025 106A AVE NW
EDMONTON
ALBERTA T5N1E2
AMOUNT: \$11,496 AND COSTS IF ANY
ACTION NUMBER: 1903-24919

202 281 566 18/12/2020 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 162119272

232 207 568 06/07/2023 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5

142 341 167

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : AGREEMENT CHARGING LAND
CAVEATOR - MARK OSKA
CAVEATOR - EWA TOMPALSKI
BOTH OF:
400, 1 TACHE STREET
ST ALBERT
ALBERTA T8N1B4
AGENT - SUZANNE E MANNING

232 241 085 11/08/2023 WRIT
CREDITOR - JIMMY DAO
C/O 2500-10175 101 STREET NW
EDMONTON
ALBERTA T5N1E2
DEBTOR - BARTOSZ KOSSOWSKI
14025-106A AVENUE
EDMONTON
ALBERTA T5N1E2
AMOUNT: \$83,880 AND COSTS IF ANY
ACTION NUMBER: 2003-00043

252 111 469 28/04/2025 TAX NOTIFICATION
BY - THE CITY OF EDMONTON.
PO BOX 1935, STN MAIN
EDMONTON, ALBERTA
T5J2P3

252 145 591 04/06/2025 WRIT
CREDITOR - BISHOP & MCKENZIE LLP.
2300, 10180 - 101 STREET
EDMONTON
ALBERTA T5J1V3
DEBTOR - BARTOSZ KOSSOWSKI
14025 106A AVE
EDMONTON
ALBERTA T5N1E2
AMOUNT: \$31,881 AND COSTS IF ANY
ACTION NUMBER: 240309759

TOTAL INSTRUMENTS: 017

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 27 DAY OF JUNE,
2025 AT 02:59 P.M.

ORDER NUMBER: 54151486

CUSTOMER FILE NUMBER: 101070-00001



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

TAB 5

COURT FILE NUMBER: 1903 01275

COURT: COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: 924825 ALBERTA LTD.

DEFENDANTS: BARTOSZ KOSSOWSKI AND MALGORZATA
KOSSOWSKI

QUESTIONING OF
JAMES PARNELL LEVESQUE
HELD AT THE OFFICES OF BISHOP & MCKENZIE LLP
EDMONTON, ALBERTA
September 1, 2023

FOR THE PLAINTIFF: Dusten Stewart

FOR THE DEFENDANTS: Jose Delgado
J. Lentz (Via videoconference)

FOR THE DEFENDANTS: Bryce Wells

COURT REPORTER: Nerissa Mackay, CSR(A)
Court Reporting Network
780-803-7827

1 payments received on the mortgages -- on the
2 mortgage loans that 924 was making?

3 A That would be by the principal owner, Sherry
4 Roscoe.

5 Q So Ms. Roscoe would be responsible for keeping
6 records of payments?

7 A Correct.

8 Q In your role as agent of 924, though, you were
9 the one collecting payments on the mortgages,
10 weren't you?

11 A Well, there were no payments.

12 Q Whose role would it have been to deal with what
13 you say were a lack of payments?

14 A I'm not sure I understand the question.

15 Q Given that there were a lack of payments, you
16 understand you would have had options to
17 enforce the mortgage if the payments are not
18 being made?

19 A I wouldn't have had the option. The person
20 owning the mortgage had the option.

21 Q And so the advice that you were -- you keep
22 saying "the person," but you're referring to
23 Ms. Roscoe --

24 A Excuse me.

25 Q -- your spouse?

1 do this initial loan to Mr. Kossowski of
2 \$117,000?

3 A Back in '18.

4 Q Back in 2018?

5 A Yeah.

6 Q After you made this loan, Mr. Kossowski
7 continued to relay to you that he was having
8 financial difficulties; correct?

9 A Along the way, yes.

10 Q Okay. Eventually he was not able to make
11 payments on the Calvert mortgage?

12 A That is correct.

13 Q Okay. And then you arranged for 924 to buy out
14 the Calvert mortgage?

15 A Provided that this mortgage was paid out.

16 Q Okay. So you were --

17 A I felt it was possible to do that provided that
18 the 117,500 was paid out.

19 Q And, again, I just want to make sure that your
20 evidence -- that I'm understanding your
21 evidence clearly. So you agreed with
22 Mr. Kossowski to try and arrange for 924 to buy
23 out the Calvert mortgage if the 138 mortgage
24 was paid out?

25 A Yes.

1 Q And, again, the 138 mortgage being the
2 \$117,000?

3 A The \$117,000 mortgage.

4 Q In 2018?

5 A And it was paid out.

6 Q Okay. And so at that point, 924 would have
7 just had the Calvert mortgage?

8 A That is correct.

9 Q Was the 138 mortgage ever discharged from
10 title?

11 A I can't answer -- I'd have to undertake on
12 that. I don't know that for sure.

13 Q I'll ask you to undertake to advise if the 138
14 mortgage was ever discharged from title, and if
15 not, why not.

16 MR. DELGADO: Is that acceptable?

17 MR. STEWART: Yeah.

18 UNDERTAKING NO. 1
19 Advise if the 138 mortgage was ever
20 discharged from title, and if not, advise
21 why not.

22 Q MR. DELGADO: And then at some point
23 after 924 had taken over the Calvert mortgage,
24 924 then bought out the CIBC mortgage; correct?

25 A Possibly two or three years later.

1 A Okay.

2 Q Well, I'm -- according, as I've understood your
3 evidence, this had been paid out years before
4 June 2022.

5 A The mortgage was then retransferred under the
6 care of -- there was never any money exchanged,
7 but we were provided the mortgage to manage it.

8 Q Who did you discuss that with?

9 A With Bart.

10 Q And, again, so I just want to make sure I
11 understand your evidence. So you were repaid
12 the 138 mortgage?

13 A 924 was.

14 Q And then at some point prior to July 2022, that
15 mortgage -- the 138 mortgage was returned or
16 was assigned to 138 now --

17 A Correct.

18 Q -- for 138 to manage?

19 A Correct.

20 Q And you're the person that discussed with
21 Mr. Kossowski having the 138 mortgage
22 transferred to 138?

23 A Yes.

24 Q Why was that done?

25 A I would probably need to look further into

1 Q MR. DELGADO: I'll put it to you that you
2 and Mr. Kossowski agreed that he would not have
3 to make any payments on the Calvert mortgage.

4 A I do not agree with that.

5 Q I'll put it to you that you and Mr. Kossowski
6 agreed that he would help you wash money as
7 payment for the 924 mortgage.

8 A That is not -- I would say no.

9 Q I'll put it to you that you and Mr. Kossowski,
10 with the help of Mr. Speidel, came up with a
11 strategy to increase the amounts owing on the
12 CIBC mortgage, the Calvert mortgage, and then
13 to also use the 138 mortgage to try extinguish
14 the interest of the creditors on the house.

15 A Bart wanted to exclude the creditors. He asked
16 us how we could legally go about doing that.

17 Q Sorry, just -- when you say "us," what do you
18 mean? Who do you mean?

19 A I'm sorry?

20 Q You said, "he asked us." Who do you mean by
21 "us"?

22 A Sorry, he asked me. He asked me how he could
23 extinguish the creditors. He felt that he had
24 been unjustly treated, and -- and we had -- I
25 had a discussion with Rob Speidel telling

1 him --

2 MR. STEWART: well, I think we have to
3 stop with the discussions -- what was discussed
4 between a certain client.

5 MR. DELGADO: That's fine with me. I'm
6 not going to stop him, but if you want to
7 object to it, that's fine.

8 MR. STEWART: I would object on the basis
9 that that would be solicitor-client privileged
10 information.

11 MR. DELGADO: I agree.

12 MR. STEWART: If you're getting into
13 discussions what he said to his lawyer and what
14 his lawyer said to him, yeah.

15 MR. DELGADO: Just off the record.

16 ----- DISCUSSION OFF THE RECORD -----

17 Q MR. DELGADO: Again, I agreed with your
18 counsel's comment that your discussions with
19 Mr. Speidel, you know, are privileged subject
20 to any steps I make to compel an answer from
21 him. But I would like you to continue your
22 answer insofar as it relates to discussions
23 that you had with Mr. Kossowski.

24 A Bart asked -- Bart asked how the creditors
25 could be extinguished. And I -- and I provided

1 information.

2 Q Well, more than information. You agreed to
3 help him, didn't you?

4 A It was his choosing whether or not he wanted to
5 go in whatever direction he wanted to go.

6 Q And you agreed to help him carry out the
7 strategy?

8 A No. Only because at that point in time, CIBC
9 was not part of the equation. All of a sudden
10 CIBC foreclosed, and at that point in time, the
11 numbers just grew astronomically.

12 Q But when you -- when 924 took over the Calvert
13 mortgage at that point in time, you had started
14 discussing a strategy to exclude, as you say,
15 the writ holders; correct?

16 A At his request, yes.

17 Q And part of what Mr. Kossowski agreed to do for
18 you in return was to help you wash the money;
19 correct?

20 A No.

21 MR. STEWART: Can I get -- understand
22 what you mean by "wash the money"? It's a term
23 I don't understand.

24 MR. DELGADO: Sure. In my discussions
25 with my client, you know, I use that term

1 because my understanding is that that is the
2 term you guys would use with each other.

3 Q MR. DELGADO: Have you used that term
4 "wash the money" before?

5 A No.

6 Q Okay. How about that he would help you try --
7 I think the gentlest way that I could put it is
8 to minimize your taxes?

9 A We had other business arrangements.

10 Q Through -- he was issuing you invoices for --
11 okay. I'll just show you these three invoices.
12 You can tell me if you recognize these
13 documents. You've seen those before, haven't
14 you?

15 A I have.

16 Q And those to me appear to be invoices from My
17 Home Construction issued to your engineering
18 business, Buildtech Resources Ltd.?

19 A Yes.

20 Q Okay. Were you actually doing any work for My
21 Home Design & Construction on the dates of
22 those invoices?

23 A I wasn't.

24 Q So why were those invoices being -- and you
25 were paying those invoices; correct?

1 A No, I wasn't paying -- oh, oh, you asked me if
2 I was working. I said no.

3 Q Okay. Were you paying the invoices?

4 A Yes.

5 Q So you weren't actually -- or was My Home
6 Construction actually doing any work for
7 Buildtech Resources on the date of those
8 invoices?

9 A We had talked -- we had talked about
10 establishing other businesses, and part of that
11 remuneration was for that purpose.

12 Q So you were paying Mr. Kossowski on at least
13 this April 30, 2019, one \$8,000 for talking
14 about other businesses?

15 A Investigating, researching, and helping me when
16 required.

17 Q Do you have any -- did Mr. Kossowski give you
18 any work product for the investigations that
19 you say he was doing?

20 A It was -- it was quite verbal on timing.

21 Q Those invoices refer to a letter of engagement?

22 A Correct.

23 Q And they have different dates for the letter
24 or -- sorry. Do you have a copy of that 2019
25 letter of engagement?

1 A I think so.

2 Q I'd like you to undertake to search your
3 records and provide me what you find.

4 A Okay.

5 UNDERTAKING NO. 2
6 Search records and provide the 2019 letter
7 of engagement.

8 Q MR. DELGADO: And, again, so I've shown
9 you invoices here from April 30, 2019;
10 September 30, 2021; and April 30, 2022. Now,
11 during those dates where you were -- I'll put
12 it to you that those were being issued from My
13 Home Design & Construction to Buildtech
14 Resources almost monthly for about three years;
15 is that correct?

16 A Very close.

17 Q So during that time you were paying
18 Mr. Kossowski about \$8,000 per month?

19 A Yes.

20 Q And during that time you also were not
21 collecting payments on the Calvert mortgage,
22 were you?

23 A We weren't collecting payments on anything.

24 Q And, again, that's being you and Mr. Kossowski
25 had agreed that you would not collect payments

1 on the Calvert mortgage so that the amount
2 owing would increase; correct?

3 A No.

4 Q No?

5 A No.

6 Q Okay. Do you have any idea what Mr. Kossowski
7 was doing with the money that you were paying
8 him?

9 A No.

10 Q I'll put it to you that the arrangement you had
11 was that he would go to the bank, deposit the
12 cheque or money that you were paying him for
13 these invoices, and then he would take out the
14 cash and return it to you.

15 A Yes.

16 Q And, again, that's what Mr. Kossowski was doing
17 for you in return for you helping him exclude
18 the creditors?

19 A No.

20 Q Do you know why Mr. Kossowski was doing that
21 for you?

22 A For future purposes.

23 Q So the conversation you and Mr. Kossowski had
24 was that he was doing that for you for future
25 purposes?

1 MR. STEWART: That's okay. Just let him
2 ask his questions.

3 Q MR. DELGADO: Did Mr. Speidel tell you
4 that counsel for the writ holders showed up and
5 had their own affidavit of value which resulted
6 in the Court directing that it be listed again?

7 A Yes.

8 Q Okay. You recall that?

9 A I do.

10 Q And that's what resulted in Mr. Kossowski not
11 allowing access and the applications directing
12 him to allow access; correct?

13 A I'll need that question repeated.

14 MR. DELGADO: off the record.

15 ----- DISCUSSION OFF THE RECORD -----

16 Q MR. DELGADO: Did you understand the
17 question?

18 A No, I didn't.

19 Q I understood your earlier evidence to be that
20 you were aware of court orders directing
21 Mr. Kossowski to let the realtors into the
22 inside of the house.

23 A I don't know if it was prior to this.

24 Q I'll put it to you that sometime after August
25 2022, you met with Mr. Kossowski and expressed

1 to him frustration that the strategy was not
2 working because the creditors were putting up
3 roadblocks.

4 A I would have to say no.

5 Q And I'll put it to you that at that same
6 meeting with Mr. Kossowski, you told him that
7 the strategy was always for it to vest -- the
8 house to vest in 924 so that 924 could just
9 hold it for Mr. Kossowski.

10 A If that was possible, yes.

11 Q I have a recording that I'm going to play for
12 you.

13 MR. STEWART: Is there a transcript?

14 MR. DELGADO: No. I mean, I haven't had
15 time --

16 MR. STEWART: Normally we get a
17 transcript, and we mark it. It's kind of
18 unusual.

19 MR. DELGADO: I can arrange for that.
20 Maybe I was going to start by seeing if he
21 would --

22 MR. STEWART: No, play it. We'll see
23 what he says.

24 (Audio Begins)

25 SPEAKER 1: I gave it over to you

1 correct?

2 A Correct.

3 Q And you'll confirm for me that the mortgages
4 we've been referring to as the Calvert mortgage
5 and the CIBC mortgage, there's been no payments
6 at any point since the transfer of those to 924
7 by Bartosz Kossowski or any other person?

8 A Correct.

9 Q I want to start with the Calvert mortgage,
10 which is the one subject to Action 1903. Are
11 you aware of any connection between yourself,
12 Ms. Roscoe, or Mr. Kossowski with Calvert Home
13 Mortgage?

14 A No.

15 Q So not a shareholder or director or anything to
16 that effect?

17 A No.

18 Q No, okay. Just confirming.

19 How did 924 get connected
20 with Calvert -- and I'll, I guess, back that
21 up, and I'll say I understand there was
22 discussions with Mr. Kossowski about paying out
23 that mortgage. Did you have any preexisting
24 relationship with Calvert?

25 A None.

TAB 6

COURT FILE NUMBER 1903 01275
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 924825 ALBERTA LTD.
DEFENDANTS BARTOSZ KOSSOWSKI AND MALGORZATA KOSSOWSKI
DOCUMENT **Undertakings provided at the Questioning of James Parnell Levesque, September 1, 2023**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Minsos Stewart Masson
#220, 8723 - 82 Avenue
Edmonton, AB T6C 0Y9
Ph: 780.466.1178 #220 Fx: 780.465.6717

1. **Question:** Was the 138 mortgage ever discharged from title?
Answer: I can't answer - - I'd have to undertake on that. I don't know that for sure.
Question: I'll ask you to undertake to advise if the 138 mortgage was ever discharged from title, and if not, why not?
Mr. Delgado: Is that acceptable?
Mr. Stewart: Yeah. (page 27, line 9)

The mortgage in favour of 1380195 Alberta Ltd. has not been discharged. A transfer of Mortgage 182 077 852 to an unnamed entity was provided to Bartosz Kossowski on May 31, 2023.

2. **Question:** Do you have any - - did Mr. Kossowski give you any work product for the investigations that you say he was doing?
Answer: It was - - it was quite verbal on timing.
Question: Those invoices refer to a letter of engagement?
Answer: Correct.
Question: And they have different dates for the letter or - - sorry. Do you have a copy of that 2019 letter of engagement?
Answer: I think so.
Question: I'd like you to undertake to search your records and provide me what you find.
Answer: Okay. (page 41, line 17)

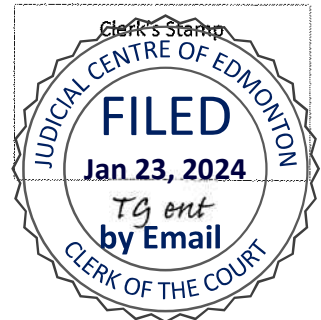
A letter of engagement was prepared and is attached as Exhibit 1.

3. **Question:** I'd ask you to undertake to search your records and advise how many times you made a payment to Mr. Kossowski and he immediately returned those funds to you.
Mr. Stewart: I'll take it under advisement. (page 47, line 10)

This question has no relevance to Action No. 1903 01275.

TAB 7

COURT FILE NUMBER	1903 01275
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF (RESPONDENT)	924825 ALBERTA LTD.
DEFENDANTS (APPLICANT)	BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Bishop & McKenzie LLP 2300, 10180 – 101 Street Edmonton, AB, T5J 1V3 Attention: Jose A. Delgado Telephone: 780-426-5550 Facsimile: 780-426-1305 File No. 113732-001



AFFIDAVIT OF BARTOSZ KOSSOWSKI SWORN ON JANUARY 12, 2024

I, Bartosz Kossowski, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SWEAR THAT:

1. I am a Defendant in the within Action, and I have personal knowledge of the facts and matters hereinafter deposed to, except where stated otherwise, in which case I believe the same to be true.
2. I have been the sole owner of My Home Design and Construction Ltd. ("My Home Design") from June 17, 2013 to the present day.
3. I am a joint owner of a property municipally described as 14025-106A Avenue, Edmonton, AB, and legally described as:

Plan 4677HW
Block 67A
Lot 6
Excepting thereout all mines and minerals

(the "Property").

A copy of title to the Property is attached hereto as **Exhibit "A"**.

4. This action relates to a foreclosure on the Property by 924825 Alberta Ltd. ("924") as mortgagee. A corporate search for 924 is attached hereto as **Exhibit "B"**.

5. There is another action related to a foreclosure of the Property, Alberta Court of King's Bench Action 1803 259295 ("Action 1803"). 1380195 Alberta Ltd. ("138") is the Plaintiff and mortgagee in Action 1803. A corporate search for 138 is attached hereto as **Exhibit "C"**.
6. James Parnell Levesque ("Levesque") is an advisor of 924 and is an owner and agent of 138.
7. Sherry Roscoe ("Roscoe") is the sole director and shareholder of 924.
8. Levesque is also an owner and director of Buildtech Resources Ltd. ("Buildtech"). A corporate search for Buildtech is attached hereto as **Exhibit "D"**.
9. Levesque has sworn affidavits on behalf of 924 in the within matter. Levesque has also sworn affidavits on behalf of 138 in Action 1803 (collectively, the "Affidavits").
10. On September 1, 2023, Levesque was questioned on the Affidavits..
11. During questioning, Levesque admitted that:
 - a. He is an owner and agent of 138;
 - b. He directed 138 to foreclose on the Property in Action 1803;
 - c. An affidavit that Levesque swore on behalf of 138 in Action 1803 had false information about the amount owing to 138; and
 - d. The mortgage dealt with in Action 1803 had been released back to me because nothing was left owing on it.
12. During questioning, Levesque further admitted that:
 - a. Buildtech had been receiving monthly invoices from My Home Design between 2019 and 2022, in the amount of \$8,000 each;
 - b. Buildtech would pay the \$8,000 monthly invoices, and Levesque would immediately be reimbursed for the payment (the "Reimbursements");
 - c. He was not able to quantify the full amount of the payments, or of the Reimbursements;
 - d. He had advised me on and aided in a plan to use the Mortgages on the Property to "exclude" my writ creditors from any equity in the Property.
13. During questioning, Levesque also gave several undertakings (the "Undertakings"), including to:
 - a. Advise how many times Levesque made a payment to me, which I then immediately returned to Levesque ("Undertaking No. 3"); and
 - b. Advise as to the amount of the total invoice issued by Buildtech to My Home Design where monies were returned to My Home Design ("Undertaking No. 7").

14. On October 5, 2023, Levesque provided his answers to the Undertakings. Undertaking No. 3 and Undertaking No. 7 (collectively, the "Remaining Undertakings") were not answered. Levesque has indicated that his answers to the Remaining Undertakings have no relevance to this action.
15. On December 7, 2023, my counsel obtained a Consent Order to Compel a complete answer to Undertaking No. 3. A copy of this order is attached as **Exhibit "E"**
16. On December 8, 2023, counsel for Levesque provided the Response to Undertaking No. 3, in which Levesque states that he never made a payment to me. This contradicts what he said in questioning on September 1, 2023 and omits a response in relation to My Home Design. A copy of this response is attached as **Exhibit "F"**.
17. On December 8, 2023 my counsel advised that he would need to question on the Response to Undertaking No. 3 and asked for Levesque's availability, to which no response was provided. My counsel further asked again on December 12, 2023, to which no response was provided. A copy of this email exchange is attached as **Exhibit "G"**.
18. On December 14, 2023, my counsel served counsel for Levesque with a Notice to Attend Questioning on December 27, 2023, for Levesque and Roscoe. A copy of the Notice to Attend Questioning is attached as **Exhibit "H"**.
19. Counsel for the defendant responded promptly, advising that Levesque was out of town until January 11, 2024. This led to a further email exchange relating to when Levesque would attend a questioning.
20. On January 8, 2024, I saw Levesque at a local fitness club. I advised my counsel who once again contacted Levesque's counsel for availability for questioning. A copy of the email exchange is attached as **Exhibit "I"**.
21. I believe that this action cannot continue without resolving Undertaking No. 3.
22. As stated above, Levesque was a close enough friend of mine that I advised him of my financial difficulties. I believe that Levesque is conducting himself in a manner that is intended to compel me to take extra steps in this matter and therefore incur legal costs that should not be necessary.
23. I make this affidavit in support of an application to compel Levesque and Roscoe to attend a questioning relating to answers to undertakings.

SWORN BEFORE ME,
at the City of Edmonton,
in the Province of Alberta,
this 12 day of January 2024.

A COMMISSIONER FOR OATHS
in and for the Province of Alberta

Jose Antonio Delgado
Barrister & Solicitor

BARTOSZ KOSSOWSKI

TAB 8

COURT FILE NUMBER	1903 01275
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF (RESPONDENT)	924825 ALBERTA LTD.
DEFENDANTS (APPLICANT)	BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Bishop & McKenzie LLP 2300, 10180 – 101 Street Edmonton, AB, T5J 1V3 Attention: Jose A. Delgado Telephone: 780-426-5550 Facsimile: 780-426-1305 File No. 113732-001

Clerk's Stamp

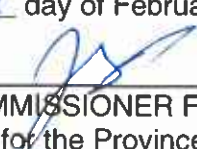
**SUPPLEMENTAL AFFIDAVIT OF BARTOSZ KOSSOWSKI SWORN ON FEBRUARY 28,
2024**

I, Bartosz Kossowski, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SWEAR THAT:

1. I am a Defendant in the within Action, and I have personal knowledge of the facts and matters hereinafter deposed to, except where stated otherwise, in which case I believe the same to be true.
2. I make this Affidavit as a supplement to my previous Affidavit in this action, sworn on January 12, 2024. I adopt my evidence and the defined terms from that Affidavit.
3. 924 began this action to foreclose on two mortgages, Mortgage No. 162 119 272 (the "First Mortgage") and Mortgage No. 162 158 363 (the "Second Mortgage"), registered on title to the Property.
4. Mortgage No. 182 077 852 (the "Third Mortgage") was also registered against title to the Property and was held by 924. However, 924 has provided a transfer of the Third Mortgage to me.
5. When 924 took over the First Mortgage and the Second Mortgage, it was agreed between myself and Levesque that the interest rate used to calculate amounts owing on them would be 11.25%. The purpose of using this high interest rate was so that interest would accrue and eventually take up all the available equity in the Property to exclude it from the writ holders.

6. Levesque and I agreed that the actual interest rate used to calculate what I would pay back to 924 would be 5.5% for the First Mortgage, and 6% for the Second Mortgage.
7. Levesque and I further agreed that:
 - a. I would to take payments from Levesque, through Levesque's company, Buildtech Resources Ltd, to My Home Design:
 - b. I would deposit those payments into bank accounts of My Home Design and then withdraw and return those funds to Levesque in cash;
 - c. I would receive a credit 20% of the funds that I returned to Levesque in this arrangement as a credit on the amounts owing on the Mortgages.
8. My calculation of the interest owing to 924 on the First Mortgage and the Second Mortgage is attached as **Exhibit "A"**. This calculation takes into account a credit for 20% of the cash that I processed for Levesque through the bank accounts of My Home Design.
9. I make this affidavit in support of an application to vary the Noting in Default and Redemption Orders issued against me in this action.

SWORN BEFORE ME,
at the City of Edmonton,
in the Province of Alberta,
this 28 day of February 2024.


A COMMISSIONER FOR OATHS
in and for the Province of Alberta

)
)
)
)
)
)


BARTOSZ KOSSOWSKI

Jose Antonio Delgado
Barrister & Solicitor

1. CIBC Mortgage – Land Title Registration Number 162 119 272

747,228.45 at 5.5% from June 2022 until February 2024.

Interest = \$ 69,744.20

Total \$816,972.12

2. Calvert Mortgage - Land Title Registration Number 182 077 852

257,500 at 6% from May 2019 to February 2024

Total after interest and credit for payments for arrangement with Parnell Levesque **\$269,816.86**

Total to \$1,086,788.98

This is Exhibit " A " Referred to
in the Affidavit of
Bartosz Kassowski
Sworn before me on this 28 day
of February, 2024
A Commissioner for Oaths in and for
the Province of Alberta

Jose Antonio Delgado
Barrister & Solicitor

TAB 9

Edmonton May 30 2023

Robert A Speidel Professional Corporation
Sheri Levesque
James Parnell Levesque
924825 Alberta Ltd
1380195 ALberta Ltd

11442 142Street
Edmonton AB T5M 1V1

RE: Mortgage No. 182 077 852
Foreclosure action by 1380195 Alberta Ltd

No more lies, No more intimidation, no more false affidavits and no more money laundering and under the table cash payments.

I demand the return of mortgage No. 182 077 852

You have until the end of business day May 31 2023 to reply with your decision.

If no reply is submitted by the deadline or you disagree to return the mortgage I will meet my lawyer on June 1st and we will be filing appropriate paperwork with the Court of Queens bench, Edmonton Police department, Canada Revenue Agency and the Lawyers representing all the writ holders on the property at 14025 106A Ave Edmonton AB

We will provide them with:

1. False backdated invoices and Mortgage payments through money laundering totalling approximately 275 thousand dollars, spanning over 2 years.
2. Information that Build Tech Resources has been hiding cash for invoices for 20 plus years that I am aware of. (paperwork to support this and witnesses)
3. Audio files of James Parnell Levesque that support the plan to throw out the writ holders from the mortgage by assigning mortgage NO. 182 077 852 to 924825 Alberta Ltd. (Sheri Levesque and James Parnell Levesque) Plan strategized by Robert A Speidel Professional Corporation also confirming money laundering mortgage payments.
4. Witness statements supporting the evidence
5. Paperwork showing that Brent DeSouza purchased property at 14025 106A Ave on a rent to own basis. And is currently residing at the property and making regular payments to uphold this contract
6. Other information pertaining to false sworn affidavits signed by James Parnell Levesque

I sincerely hope that we can resolve this matter by the return of the mortgage to its rightful owner

Yours truly

Bartosz Kossowski

EXHIBIT B (For Identification)
EXAM OF James Levesque
DATE September 1, 2023
MARKED BY N. Mackay
COURT REPORTING NETWORK

ROBERT A. SPEIDEL PROFESSIONAL CORPORATION

LAW OFFICE

11442 – 142 Street
Edmonton, Alberta
Canada T5M 1V1
Telephone (780) 491-0000
Fax (780) 491-0032
File No. 600-3382

May 31, 2023

Bartosz Kossowski
21017 – 92A Avenue
Edmonton, AB T5T 6Z3

Dear Bartosz:

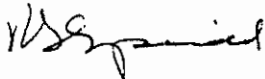
**Re: Foreclosure by 1380195 Alberta Ltd. - Bartosz Kossowski
and Malgorzata Kossowski
Action No: 1803 25295**

We enclose the following:

1. Notice of Withdrawal of Lawyer of Record;
2. Assignment of Action;
3. Transfer of Mortgage.

We will provide a filed copy of the Notice of Withdrawal of Lawyer of Record in due course. Please provide the name of your lawyer.

Regards,



Robert A. Speidel
RAS/maf
Encl.

COURT FILE NUMBER 1803-25295
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 1380195 ALBERTA LTD.
DEFENDANTS BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI
DOCUMENT ASSIGNMENT OF ACTION

Clerk's Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY MAKING THIS OFFER

Robert A. Speidel Professional Corporation
11442 - 142 Street
Edmonton, AB T5M 1V1
Ph: 780.491.0000 Fx: 780.491.0032

File No: 600-3382

THE PLAINTIFF, **1380195 ALBERTA LTD.** (the "Assignor"), has transferred its interest as Mortgagee in respect of a mortgage which is subject of the within action, and registered in the Land Titles Office of the Alberta Land Registration District in its favour as Instrument No. 182 077 852 (the "Mortgage"), against title the following lands:

PLAN 4677HW
BLOCK 67A
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands").

THEREFORE IN CONSIDERATION OF THE PAYMENT OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the Assignor has and does assign, transfer, and set over unto _____ (the "Assignee"), all of their right, title and interest as Plaintiff in and to its action to enforce the mortgage, namely Court File No. 1803 25295 in the Court of King's Bench, Judicial Centre of Edmonton, commenced on December 18, 2020, (the "Action") and in and to all cause or causes of action claimed therein against BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI, and in and to all cause or causes of action against any other person arising from or associated in any way with the facts and circumstances pleaded in the Action. This Assignment is without any representation or warranty as to the validity or enforceability of the cause or causes of action pleaded in the Action.

DATED at the City of Edmonton, in the Province of Alberta, this ____ day of May, 2023.

1380195 ALBERTA LTD.

Witness

Per: _____

CANADA
PROVINCE OF ALBERTA
TO WIT

I, Michelle Brown
of the City of Edmonton,
in the Province of Alberta,

1. THAT I was personally present and did see Parnell Levesque named in the within (or annexed) Instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Parnell Levesque and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of
Edmonton, in the Province of Alberta, this
1 day of May, 2023.


A Commissioner for Oaths in and for Alberta

PATRICIA A. SULLIVAN
A Commissioner for Oaths
In and for Alberta
Commission expires July 17, 2025

FORM 18

**LAND TITLES ACT
(Section 110)**

TRANSFER OF MORTGAGE

1380195 ALBERTA LTD. the Mortgagee, in consideration of One Dollar \$1.00, this day paid to it by _____, care of _____, the receipt of which sum does hereby acknowledge, hereby transfer to _____ the mortgage registered at Land Titles Office, as Registration Number 182 077 852, together with all its rights powers, title and interest therein.

IN WITNESS THEREOF, I have hereunto subscribed my name this 1 day of May, 2023.

1380195 ALBERTA LTD.

Witness

Per: [Signature]
PRESIDENT

TAB 10

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

242054511

ORDER NUMBER: 54149770

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

FORM 18

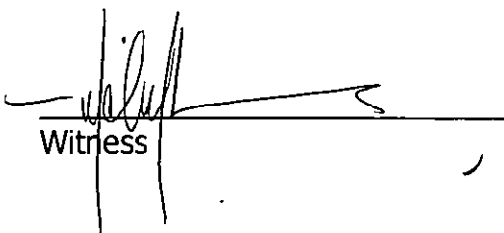
LAND TITLES ACT
(Section 110)

TRANSFER OF MORTGAGE

1380195 ALBERTA LTD: the Mortgagee, in consideration of One Dollar \$1.00,
this day paid to it by BRENT DESOZA OF 8707 73rd Street, Edmonton, AB, care of BART KOSSOWSKI, the receipt of DESOUZA
which sum does hereby acknowledge, hereby transfer to BRENT
DESOUZA the mortgage registered at Land Titles Office,
as Registration Number 182 077 852, together with all its rights powers, title and
interest therein. TGB 129

IN WITNESS THEREOF, I have hereunto subscribed my name this 1 day of June,
2023.

1380195 ALBERTA LTD.


Witness

Per: 

PRESIDENT

February 22, 2024

FIAT: Let this Transfer of
Mortgage be registered
notwithstanding that the
Affidavit of Execution is
sworn by a President and no
~~not~~ an Officer or Director


A.J.K.B.A. L.R. Birkett

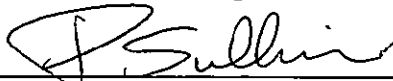
FORM 31.1
LAND TITLES ACT
(Section 152.3)

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I, Parnell Levesque, of 1380195 ALBERTA LTD. of Edmonton, Alberta make oath and say:

1. I am President of 1380195 ALBERTA LTD. named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at Edmonton
in the Province of Alberta
this 1 day of May, 2023.



A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA

PATRICIA A. SULLIVAN

A Commissioner for Oaths
in and for Alberta

Commission expires July 17, 2025



Parnell Levesque

AFFIDAVIT OF EXECUTION

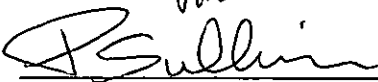
CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Michelle Forward
of the City of Edmonton,
in the Province of Alberta,

MAKE OATH AND SAY:

1. THAT I was personally present and did see Parnell Levesque, named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Parnell Levesque and he is in my belief the full age of eighteen (18) years.

SWORN before me, at the City of
Edmonton, in the Province of Alberta,
this 1 day of May, 2023.

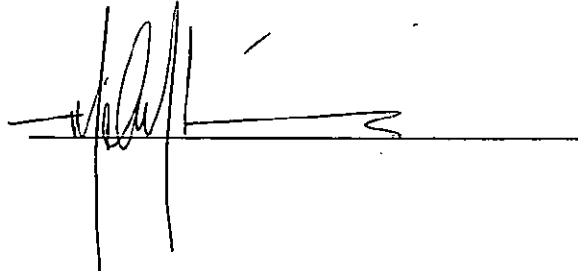


A Commissioner for Oaths
in and for Alberta

PATRICIA A. SULLIVAN

A Commissioner for Oaths
in and for Alberta

Commission expires July 17, 2025





242054511

242054511 REGISTERED 2024 02 26

TFIN - TRANSFER OF INSTRUMENT

DOC 1 OF 1 DRR#: F0022AV ADR/CGALLANT

LINC/S: 0017434846

TAB 11

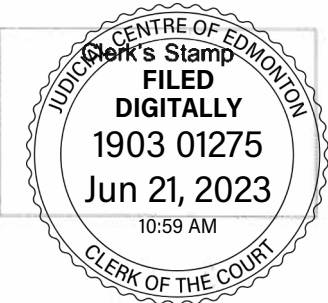
CIBC CALCULATIONS						
DATE	PRINCIPAL	INTEREST RATE	NO. OF DAYS	INTEREST	RUNNING TOTAL	NOTES
		6.00				
Mar 10/2019	\$3,213.64				\$3,213.64	Arrears To CIBC
May 3/2019	\$3,213.64				\$6,427.28	Arrears To CIBC
Oct 31/2019	\$10,174.82				\$16,502.10	Arrears To CIBC 2months plus fees
Nov 20/2019	\$3,213.64				\$19,815.75	Arrears To CIBC
Dec 10/2019	\$3,213.64				\$23,029.38	Arrears To CIBC
July 19/2021	\$31,063.71				\$54,093.09	Taxes
May 26/2022	\$747,228.85				\$801,321.94	Purchase of Mortgage
June 10/2022			15	1,842.48	\$803,164.42	Interest for 15 days - May 26 to Jun 10
June 10/2022	\$13,876.96		350	798.40	\$803,962.82	Taxes - interest calculated from Jun 10 to May 26
Jan 10/2023	\$2,983.00		105	51.49	\$804,014.31	Insurance premium - interest calculated from Jan 10 to May 26
May 26 2023			350	47,179.49	\$851,193.80	Interest for 1 year
Jan 4/2024	\$1,749.17		111	26.44	\$851,220.24	Insurance premium - interest calculated from Jan 4 to May 26
May 26 2024			366	52,247.76	\$903,468.00	Interest for 1 year
May 26 2025			365	55,382.63	\$958,850.63	Interest for 1 year

CALVERT CALCULATIONS						
DATE	PRINCIPAL	INTEREST RATE	NO. OF DAYS	INTEREST	RUNNING TOTAL	NOTES
Feb 28/2019	\$271,426.41	5.50%			\$271,426.41	purchase of Calvert Mortgage.
Apr 5/2019			36	\$1,472.40	\$272,898.81	Interest for 36 days
Apr 5/2019	\$12,204.62				\$285,103.43	WLG Gowlings - foreclosure costs
Feb 28/2020			329	\$14,134.10	\$299,237.53	Interest
Feb 28/2021			1 year	\$17,954.25	\$317,191.78	Interest
Feb 28/2022			1 year	\$17,445.55	\$334,637.33	Interest
Feb 28/2023			1 year	\$18,405.05	\$353,042.38	Interest
Feb 28/2024			1 year	\$19,417.33	\$372,459.71	Interest
Feb 28/2025			1 year	\$20,485.28	\$392,944.99	Interest

TAB 12

COURT FILE NUMBER 1903 01275
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 924825 ALBERTA LTD.
DEFENDANTS BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI
DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Robert A. Speidel Professional Corporation
11442 – 142 Street
Edmonton, AB T5M 1V1
Ph: 780.491.0000 Fx: 780.491.0032



File No: 600-3382

AFFIDAVIT OF SHERRY ROSCOE

Sworn on June 16, 2023

I, Sherry Roscoe, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. I am a director of 924825 Alberta Ltd. and all matters deposed to in this my Affidavit are within my personal knowledge except where stated to be on information and belief.
2. By Memorandum of Mortgage registered in the Land Titles Office for the North Alberta Land Registration District as instrument number 162 158 363 (hereinafter called the "Mortgage") a copy of which is attached hereto and marked as Exhibit "A" to this my affidavit, BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI (hereinafter referred to as the "Mortgagor") mortgaged to CALVERT HOME MORTGAGE INVESTMENT CORPORATION the lands in question herein:

PLAN 4677HW
BLOCK 67A
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "mortgage lands") for securing the payment of the sum of \$257,500.00 together with interest on the Mortgage amount from April 1, 2018 at a rate of 11.25% per annum, calculated semi-Annually not in advance. The Mortgage was transferred to 924825 Alberta Ltd. by a Transfer of Mortgage registered at the Land Titles Office as Registration Number 192060113.

3. Subsequent to the transfer of mortgage 162 158 363 to 924825 Alberta Ltd., 924825 Alberta Ltd. was provided with a copy of Statement of Claim issued by the CIBC as monthly mortgage payments were not paid under Mortgage 162 119 272 and municipal taxes were outstanding.

4. Paragraph 6 of the Standard Form Mortgage Terms (hereinafter called the "Standard Terms") registered at the Land Titles Office as registration number 091 196 574 referred to in Mortgage 162 158 363 which is attached and marked as Exhibit "B" to this my affidavit provides that the Mortgagee is at liberty to pay arrears on the default of the Mortgagor on prior encumbrances.
5. 924825 Alberta Ltd. was granted a Redemption Order on May 25, 2021 by Applications Judge B.S. Summers which is attached and marked as Exhibit "C" to this my affidavit. The amount outstanding under the Redemption Order was \$431,609.07 as of May 25, 2021.
6. A Redemption Order was granted to CIBC on November 23, 2021 in Action No. 2003 15697 and now shown to me and marked as Exhibit "D" to this my affidavit is the Redemption Order granted by Applications Judge L.A. Smart on November 23, 2021. Pursuant to paragraph 6 of the Standard Terms, \$747,228.85 was paid to Emery Jamison on May 26, 2021 and Mortgage 162 158 363 was transferred to 924825 Alberta Ltd.
7. Default was made on the insurance coverage on the mortgaged lands and \$2,983.00 was paid to SGI Canada Insurance Services Ltd. (hereinafter called "SGI") to insure the property for a 1 year period on January 12, 2023. On or about June 8, 2023, a registered letter, now shown to me and marked as Exhibit "E" to this my affidavit, was received from SGI which advised that insurance coverage was cancelled. 924825 Alberta Ltd. is attempting to obtain insurance coverage on the mortgaged lands before the SGI coverage is set to expire on June 23, 2023.

8. The amount outstanding as of June 16, 2023 under Mortgage 162 158 363 is as follows:

-Redemption Order granted on May 25/21	\$431,609.07
-Payment of municipal tax and arrears on July 19/21	\$31,063.71
-Payment to CIBC - Mortgage No. 162 119 272 on May 26/22	\$747,228.25
-Payment of municipal tax 2022 levy on June 13/22	\$13,876.96
-Payment of Insurance Premiums	\$2,983.00
-Interest from May 26/22 to and including June 15/23 @ 11.25% (with a per diem Of \$433.52)	\$211,087.71
TOTAL	<u>\$1,437,415.18</u>

SWORN BEFORE ME at Edmonton, Alberta, this
16 day of June, 2023.


(Commissioner for Oaths in and for Alberta)
Robert A. Speidel – Barrister & Solicitor


SHERRY ROSCOE

**DERRICK HWANG
BARRISTER & SOLICITOR
FOR THE PROVINCE OF ALBERTA**

**CORRECTED AS AUTHORIZED
BY THE SOLICITOR
FOR THE Mortgagor**

Re: Two Mortgagors

MORTGAGE OF LAND

1. MORTGAGORS

Bartosz Kossowski and Malgorzata Kossowski both of: 14025-106A Avenue, Edmonton, Alberta T5N 1E2 as joint tenants

2. LANDS

Plan 4677HW
Block 67A
Lot 6

Excepting Thereout all Mines and Minerals

3. MORTGAGEE:

Calvert Home Mortgage Investment Corporation
130, 4029 8th St SE, Calgary, Alberta T2G 3A5

4. THE FOLLOWING FORM PART OF THIS MORTGAGE:

(a) Those Standard Form Mortgage Terms filed at the North and South Land Titles Offices as registration # 091 196 574

(b) Those terms contained in Schedule(s), if any, attached hereto.

Unless otherwise specified, "Mortgage" means and includes the terms, provisions, covenants, conditions and other provisions of this mortgage of Land, the Standard Form Mortgage Terms and any Schedule(s) attached hereto.

5. INTEREST, PRINCIPAL AND REPAYMENT PROVISIONS

a) Principal Amount \$257,500.00	b) Interest Rate 11.25%	c) Interest Adjustment Date May 31, 2016 <u>June 1 2016</u>
d) Interest Calculation Period Semi-Annually not in advance	e) Payment Frequency Monthly	f) First Payment Date Jul 01, 2016
g) Payment Amount \$2,522.87	h) Last Payment Date May 31, 2017	i) Balance Due Date May 31, 2017
j) Prepayment Penalty 3 months interest		

6. MORTGAGOR'S COVENANTS AND EXECUTION

- (a) We are the registered owners of the Lands being mortgaged by this Mortgage.
- (b) We promise and covenant to pay the Principal Amount, interest and other charges and money secured by the Mortgage and to be bound by all the terms of this Mortgage as herein defined.
- (c) We hereby mortgage and charge all our estate, interest and title in the Lands in accordance with the terms of this Mortgage for the purposes of securing all my/our obligations herein including the payment of the Principal Amount, interest and all other amounts secured by the mortgage.
- (d) We understand and acknowledge that this Mortgage consists of this Mortgage of Land, the Standard Form Mortgage terms as well as any Schedule(s) annexed hereto.
- (e) We hereby acknowledge receipt of a copy of this Mortgage including any Schedules annexed hereto as well as the Standard Form Mortgage Terms.
- (f) We acknowledge and agree that in the event these Mortgage Terms have been executed by more than one Mortgagor then the obligations and liability under this Mortgage are the joint and several liability and obligations of each Mortgagor.

7. Executed this 30 day of MAY, 2016 by the Mortgagors at Edmonton in the Province of Alberta.

Witness

**EILEEN TAT
BARRISTER AND SOLICITOR
FOR THE PROVINCE OF ALBERTA**

Bartosz Kossowski

Malgorzata Kossowski

This is Exhibit "A" referred to in the
Affidavit of

Sherry Rascoe

Sworn before me this 16 day
of June, A.D. 2016

**ROBERT A. SPEIDEL
Barrister & Solicitor
11442 - 142 Street NW
Edmonton, AB T6M 1V1**

A Commissioner for Oaths
in and for the Province of Alberta

8. AFFIDAVIT OF EXECUTION

I, Eileen Tat of Edmonton in the Province of Alberta make oath and say:

1. THAT I was personally present and did see Bartosz Kossowski and Malgorzata Kossowski named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the purposes named therein.

OR

THAT I was personally present and did see Bartosz Kossowski and Malgorzata Kossowski named in the in the within instrument, who on the basis of the identification provided to me, I believe to be the person named therein, duly sign, seal and execute the same for the purposes named therein.

2. THAT the same was executed at Edmonton in the Province of Alberta and that I am a subscribing witness thereto.
3. THAT I believe the person whose signature I witnessed is in my belief of the full age of 18 years.

Sworn before me at Edmonton in the Province of Alberta
this 30 day of March, 2016

[Signature]
A Commissioner for Oaths in and for the Province of Alberta

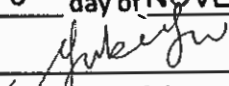
[Signature]

JERALDINE STA TERESA
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA
MY COMMISSION EXPIRES FEB. 13, 2018

RE: Bartosz Kossowski and Malgorzata Kossowski; 14025-106A Avenue, Edmonton, Alberta

I hereby certify this to be a true copy of
the original **REDEMPTION ORDER - LISTING**

Dated this 3 day of **NOVEMBER, 2021**


(for Clerk of the Court)

Form 28
[Rules 6.3 and 10.52(1)]

COURT FILE NUMBER 1903 01275 ✓
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 924825 ALBERTA LTD. ✓
DEFENDANTS BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI ✓
DOCUMENT REDEMPTION ORDER - LISTING



ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Robert A. Speidel Professional Corporation
11442 - 142 Street
Edmonton, AB T5M 1V1
Ph: 780.491.0000 Fx: 780.491.0032

File No: 600-3417

DATE ON WHICH ORDER WAS PRONOUNCED:	May 25, 2021
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton
NAME OF MASTER WHO MADE THIS ORDER:	B. Summers ✓

Upon the application of the plaintiff, and upon reading the statement of claim, the affidavit of default, the certified copy of title and the affidavit of value and valuator's report and evidence of service thereof; and upon hearing counsel for the Plaintiff; and upon

 X no one appearing for the defendants
_____ hearing from the defendants
_____ hearing from counsel for the defendants;

This is Exhibit "C" referred to in the
Affidavit of

Sherry Roscoe
Sworn before me this 16 day
of June A.D., 2023


A Commissioner for Oaths
in and for the Province of Alberta

IT IS HEREBY ORDERED AND DECLARED THAT:

1. In this order the mortgaged lands are the following:

PLAN 4677HW
BLOCK 67A
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ROBERT A. SPEIDEL
Barrister & Solicitor
11442 - 142 Street NW
Edmonton, AB T5M 1V1

The mortgage described in the statement of claim is a valid and enforceable mortgage over the mortgaged lands.

2. There is outstanding, due and owing to the plaintiff under the mortgage the sum of ~~\$389,847.79~~ ^{\$431,661.81}, as at the 25th day of March, 2021 (as set forth in the statement of secured indebtedness which is attached to this Order), plus costs on a solicitor and client basis, plus interest thereafter at the mortgage rate, plus other amounts chargeable under the mortgage (the "Indebtedness"). Prior to the entry of this order the assessment officer shall check the amounts claimed in the statement of secured indebtedness, including the particulars provided in the affidavit of default and the plaintiff's calculations. If the assessment officer returns this order unentered then the plaintiff may either submit a corrected order or seek the advice and direction of the court. The requirement for service of documents prior to entry of this order, set out in Rule 9.35(1)(a), is hereby waived.
3. The defendant and subsequent encumbrancers have one month from service of this order upon them to apply to vary the amount declared owing pursuant to the preceding paragraph with respect to any amounts not disclosed in the affidavit of default served in support of the application for this order.
4. The defendant or anyone else entitled to do so shall have until six months (the "Redemption Date") to repay the Indebtedness, failing which the mortgaged lands shall be offered for sale in the manner described in the judicial listing agreement attached to this order. Subject to further Order of the Court, and subject to paragraph XX of this order, this Action is stayed until the Redemption Date. 11 
5. If the defendant, or anyone entitled to do so, repays the Indebtedness prior to the mortgaged lands being sold or foreclosed in these proceedings, then the plaintiff shall provide to the person who paid the Indebtedness, at the election of such person, either a registrable discharge of the mortgage, or a registrable transfer of the mortgage.
6. Provided that the mortgage has not matured, if the defendant, or anyone entitled to do so, pays all arrears owing under the mortgage, including solicitor and client costs, then this Action is stayed so long as payments under the mortgage remain current.
7. If the Indebtedness has not been repaid by the Redemption Date then the mortgaged lands shall be listed for sale with a licensed real estate agent (the "Realtor") to be selected at the sole discretion of the plaintiff, upon the terms and conditions mentioned in the directions to realtor attached to this order.
8. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the mortgaged lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
9. During the period of the judicial listing ordered herein, the defendant and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the mortgaged lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving

(24) hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. The written notice may be posted on the front door of the premises located on the mortgaged lands.

10. Any and all other real estate listings relative to the mortgaged lands shall be cancelled during the period of the judicial listing ordered herein.
11. If the mortgaged lands become vacant or abandoned during the course of this action then the plaintiff may enter the mortgaged lands for the purpose of doing any and all things necessary to preserve them, and the plaintiff shall not be considered a mortgagee in possession or trespasser.
12. With respect to the annexed statement of secured indebtedness:
 - (a) where nothing is claimed with respect to a listed category, the word "nil" shall be inserted opposite, and,
 - (b) where amounts are claimed for any of items 4 through 12, documents substantiating such claims shall be provided in affidavit form to the assessment officer for review prior to the entry of this order.
13. Service of this order and all subsequent documents in this action may be served upon the defendants by personal service, and subsequent encumbrancers by registered mail at the address set out in the copy of Title to the mortgaged lands.
14. The Plaintiff is awarded costs of this action on a solicitor and own client basis, which shall be assessed at a future date without notice unless the defendant filed a Statement of Defence, or filed a Demand for Notice, or appeared at the application where this order was granted, in which case, unless the defendant has approved the amount of costs sought, the plaintiff shall have such costs assessed on notice pursuant to Rule 10.37.


MASTER IN CHAMBERS

FIAT made this 28th day of September 2021
Let this order be filed notwithstanding
Rule 9.5(2)



JUDICIAL LISTING AGREEMENT

TO: The Realtor

2. You are hereby given authority as an officer of the Court to list for sale the mortgaged lands with the Multiple Listing Service, if any, in effect in the area in which the property is located.
3. The mortgaged lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the plaintiff's mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the plaintiff's mortgage.
4. The listing price shall be \$1,500,000.00 or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
5. The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the realtor, and shall continue for a period of 90 days thereafter.
6. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the plaintiff. If the offer is insufficient to pay out the plaintiff it may be rejected by the plaintiff. Otherwise counsel for the plaintiff shall either apply without notice to reject an offer or apply on notice for the court to consider that offer. Where the plaintiff rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the defendants and subsequent encumbrancers with a copy of such offer.
7. If no offers are received during the listing period, you shall so advise counsel for the plaintiff in writing, immediately following the expiry of the judicial listing.
8. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

7% of the first \$100,000 – 3% of the balance – or such lesser amount as may agreed by you – plus applicable taxes thereon
9. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of

the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the plaintiff to be applied against the indebtedness.

10. If the defendant, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the judicial listing takes effect, or brings the mortgage current after the judicial listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this judicial listing.
11. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
 - (a) be in writing and shall be signed by the offeror; and
 - (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - (c) provide for a possession date to be determined by the Court; and
 - (d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to these directions; and
 - (e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
12. Nothing in the listing shall:
 - (a) affect the right of the defendant or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the mortgaged lands;
 - (b) affect the plaintiff's right to make a proposal to purchase the mortgaged property, if applicable or otherwise acquire the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
 - (c) create or impose any liability on the plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.

13. The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days notice.

ACCEPTED THIS ____ DAY OF _____, 2021.

By: _____
An Agent licensed pursuant to the
Real Estate Act, R.S.A. 2000, c. R-5

APPROVED this ^{25TH} ____ day of MAY, 2021.



MASTER IN CHAMBERS

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

and

_____ (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - (a) the condition of any buildings or improvements located on the Property;
 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;

- (g) the size and dimensions of the Property or any building or improvements located thereon;
- (h) whether or not the Property is contaminated with any hazardous substance; and
- (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

4. If the Property is a condominium:
 - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation

and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;

- (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

GOODS AND SERVICES TAX (G.S.T.)

- 5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect G.S.T. from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.

ACCEPTANCE BY FACSIMILE

- 6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

FORECLOSURE PROCEEDING

- 7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

Buyer's Initial

Date

STATEMENT OF SECURED INDEBTEDNESS

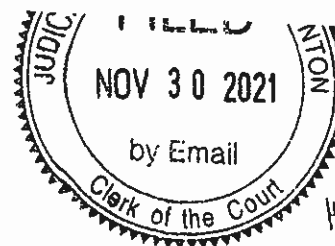
1.	Principal	\$257,000.00
1(a).	Amounts included in principal other than the amount lent (such as enforcement legal fees already paid by the Plaintiff) [Insert Details]	-
2.	Interest at date of Affidavit of Default (owing as at March 25, 2021)	\$110,517.38
3.	Interest at the mortgage rate from date of Affidavit of Default (March 25, 2021) to date of Order (May 25, 2021) [Per diem: \$126.27 x 61 days]	\$7,702.47
4.	Tax paid	\$14,727.94
5.	Property maintenance paid	-
6.	Occupancy inspections paid	-
7.	Insurance paid	-
8.	NSF Fees paid (\$25 X <u> </u>)	-
9.	Prior mortgage arrears paid	\$41,661.28 ✓
10.	Condominium Fees paid	-
11.	Homeowners Association Fees paid	-
12.	Any other amounts paid under the mortgage	-
	TOTAL DUE TO PLAINTIFF AT DATE ORDER GRANTED (excluding costs)	\$432,109.07 \$431,609.07 ✓

3139775_3

This is Exhibit "D" referred to in the Affidavit of

Sworn before me this 16 day
of June COURT FILE NUMBER 23
A.D., 20
COURT Edmonton
A Commissioner for Oaths
in and for the Province of Alberta
JUDICIAL CENTRE

Clerk's Stamp:



2003 15697

QUEEN'S BENCH OF ALBERTA

EDMONTON

CANADIAN IMPERIAL BANK OF COMMERCE

BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI

REDEMPTION ORDER - LISTING

PLAINTIFF(S)

DEFENDANT(S)

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

ROBERT A. SPEIDEL
Barrister & Solicitor
11442 - 142 Street NW
Edmonton, AB T5M 1V1

EMERY JAMIESON LLP
Barristers and Solicitors
2400, 10235 - 101 Street
Edmonton, AB T5J 3G1
Attn: Stuart Weatherill
Phone (780) 426-5220
Fax (780) 420-6277
Email: sweatherill@emerviamieson.com
Solicitors for the Plaintiff
File No. 1098-4291 SJW/lgg

DATE ON WHICH ORDER WAS PRONOUNCED:	November 22, 2021 November 23, 21
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton, Alberta
NAME OF MASTER WHO MADE THIS ORDER:	L. A. Smart

Upon the application of the plaintiff, and upon reading the statement of claim, the affidavit of default, the certified copy of title and the affidavit of value and valuator's report and evidence of service thereof; and upon hearing counsel for the Plaintiff; and upon

X no one appearing for the defendant(s)
 hearing from the defendant(s)
 hearing from counsel for the defendant(s);

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The plaintiff is granted summary judgment against the defendants.
2. In this order the mortgaged lands are the following:

PLAN 4677HW
BLOCK 67A
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

3. The mortgage described in the statement of claim is a valid and enforceable mortgage over the mortgaged lands.
4. There is outstanding, due and owing to the plaintiff under the mortgage the sum of \$712,609.37 as at the 23rd day of November, 2021 (as set forth in the statement of secured indebtedness which is attached to this Order), **plus costs on a solicitor and client basis as worded in the mortgage**, plus interest thereafter at the mortgage rate, plus other amounts chargeable under the mortgage (the "Indebtedness"). Prior to the entry of this order the assessment officer shall check the amounts claimed in the statement of secured indebtedness, including the particulars provided in the affidavit of default, final affidavit of default and the plaintiff's calculations. If the assessment officer returns this order unentered then the plaintiff may either submit a corrected order or seek the advice and direction of the court. The requirement for service of documents prior to entry of this order, set out in Rule 9.35(1)(a), is hereby waived.
5. The defendants and subsequent encumbrancers have one month from service of this order upon them to apply to vary the amount declared owing pursuant to the preceding paragraph with respect to any amounts not disclosed in the affidavit of default served in support of the application for this order.
6. The defendants or anyone else entitled to do so shall have until May 23, 2022 (the "Redemption Date") to repay the Indebtedness, failing which the mortgaged lands shall be offered for sale in the manner described in the judicial listing agreement attached to this order. Subject to further Order of the Court, and subject to paragraph 15 of this order, this Action is stayed until the Redemption Date.
7. If the defendants, or anyone entitled to do so, repays the Indebtedness prior to the mortgaged lands being sold or foreclosed in these proceedings, then the plaintiff shall provide to the person who paid the Indebtedness, at the election of such person, either a registrable discharge of the mortgage, or a registrable transfer of the mortgage.
8. Provided that the mortgage has not matured, if the defendants, or anyone entitled to do so, pays all arrears owing under the mortgage, including **solicitor and client costs as worded in the mortgage**, then this Action is stayed so long as payments under the mortgage remain current.
9. If the Indebtedness has not been repaid by the Redemption Date then the mortgaged lands shall be listed for sale with a licensed real estate agent (the "Realtor") to be selected at the sole discretion of the plaintiff, upon the terms and conditions mentioned in the directions to realtor attached to this order.
10. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the mortgaged lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
11. During the period of the judicial listing ordered herein, the defendants and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the mortgaged lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving (24) hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. provided the written notice complies with the following paragraph.

12. The written notice:
- (a) Shall attach a written document, signed by each person who will be entering the mortgaged premises, confirming that:
 - (i) They have not, nor has anyone in their household, travelled internationally within the past 2 weeks
 - (ii) To the best of their knowledge, they have not been in contact with anyone in the past 2 weeks that has tested positive for covid-19
 - (iii) They do not currently have any symptoms of covid-19, including, but not limited to a fever, dry cough, or flu like symptoms
 - (iv) They have not, nor has anyone in their household, tested positive for covid-19
 - (v) They are not, nor is anyone in their household, awaiting test results for covid-19
 - (vi) They will wear a mask while viewing the premises
 - (vii) They will not touch any items or surfaces while viewing the premises other than door knobs necessary to open doors within the premises
 - (b) May be posted on the front door of the premises located on the mortgaged lands.
13. If any occupant objects to the viewing due to someone occupying the premises having a compromised immune system, or any other reason relating to Covid-19, then the viewing shall be postponed until further directions are obtained from the court on application by or on behalf of the plaintiff.
14. Any and all other real estate listings relative to the mortgaged lands shall be cancelled during the period of the judicial listing ordered herein.
15. If the mortgaged lands become vacant or abandoned during the course of this action then the plaintiff may enter the mortgaged lands for the purpose of doing any and all things necessary to preserve them, and the plaintiff shall not be considered a mortgagee in possession or trespasser.
16. With respect to the annexed statement of secured indebtedness:
- (a) where nothing is claimed with respect to a listed category, the word "nil" shall be inserted opposite, and,
 - (b) where amounts are claimed for any of items 4 through 12, documents substantiating such claims shall be provided in affidavit form to the assessment officer for review prior to the entry of this order.
17. The Plaintiff is awarded costs of this action on a solicitor and own client basis as worded in the mortgage. The costs shall be assessed without notice where:

JUDICIAL LISTING AGREEMENT

TO: The Realtor

1. You are hereby given authority as an officer of the Court to list for sale the mortgaged lands with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The mortgaged lands, located at **14025 – 106A Avenue, Edmonton, Alberta**, shall be offered for sale subject to registered encumbrances, liens and interests prior to the plaintiff's mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the plaintiff's mortgage.
3. The listing price shall be **\$1,500,000.00** or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
4. The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the realtor, and shall continue for a period of 90 days thereafter.
5. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the plaintiff. If the offer is insufficient to pay out the plaintiff it may be rejected by the plaintiff. Otherwise counsel for the plaintiff shall either apply without notice to reject an offer or apply on notice for the court to consider that offer. Where the plaintiff rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the defendant and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise counsel for the plaintiff in writing, immediately following the expiry of the judicial listing.
7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

7% of the first \$100,000 – 3% of the balance – or such lesser amount as may agreed by you – plus applicable taxes thereon
8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the plaintiff to be applied against the indebtedness.
9. If the defendants, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the judicial listing takes effect, or brings the mortgage current after the judicial listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the

Realtor during this judicial listing and such reasonable compensation as the Court may order on application.

10. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
- (a) be in writing and shall be signed by the offeror; and
 - (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - (c) provide for a possession date to be determined by the Court; and
 - (d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to this Judicial Listing Agreement; and
 - (e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
11. Nothing in the listing shall:
- (a) affect the right of the defendants or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the mortgaged lands;
 - (b) affect the plaintiff's right to make a proposal to purchase the mortgaged property, if applicable or otherwise acquire the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
 - (c) create or impose any liability on the plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.
12. The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days notice.

ACCEPTED THIS _____ DAY OF
_____, 2022

By: _____
An Agent licensed pursuant to the
Real Estate Act, R.S.A. 2000, c. R-5

APPROVED this 23 day of November, 2021

MASTER IN CHAMBERS

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

and

_____ (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - (a) the condition of any buildings or improvements located on the Property;
 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - (g) the size and dimensions of the Property or any building or improvements located thereon;
 - (h) whether or not the Property is contaminated with any hazardous substance; and
 - (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

4. If the Property is a condominium:
 - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

GOODS AND SERVICES TAX (G.S.T.)

5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

and

_____ (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

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 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - (g) the size and dimensions of the Property or any building or improvements located thereon;
 - (h) whether or not the Property is contaminated with any hazardous substance; and
 - (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

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 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

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5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of

Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect G.S.T. from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.

ACCEPTANCE BY FACSIMILE

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

FORECLOSURE PROCEEDING

7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

Buyer's Initial

Date

STATEMENT OF SECURED INDEBTEDNESS

1.	Principal	\$635,431.98
1(a).	Amounts included in principal other than the amount lent (such as enforcement legal fees already paid by the Plaintiff) [Insert Details]	nil
2.	Interest Due (interest on payments due from April 15, 2020 [the date of the last regular payment] to June 15, 2021 [the last regular payment due date])	\$54,488.78
3.	Interest at the mortgage rate from date of Affidavit of Default (June 15, 2021) to November 23, 2021 [Per diem: \$135.01 x 161 days]	\$21,736.61
4.	Taxes paid	Nil
5.	Property maintenance paid	Nil
6.	Occupancy inspections paid	Nil
7.	Insurance Paid – accrued creditor insurance	\$952.00 ✓
8.	NSF Fees paid (\$25 X ____)	Nil
9.	Prior mortgage arrears paid	Nil
10.	Condominium Fees paid	Nil
11.	Homeowners Association Fees paid	Nil
12.	Any other amounts paid under the mortgage	Nil
	TOTAL DUE TO PLAINTIFF AT DATE ORDER GRANTED (excluding costs)	\$712,609.37 ✓

TAB 13

COURT FILE NUMBER 1803-25295
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 1380195 ALBERTA LTD.
DEFENDANTS Bartosz Kossowski and Malgorzata Kossowski
DOCUMENT AFFIDAVIT

Clerk's Stamp



File No: 600-3382

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Robert A. Speidel Professional Corporation
11442 - 142 Street
Edmonton, AB T5M 1V1
Ph: 780.491.0000 Fx: 780.491.0032

AFFIDAVIT

Sworn on June 22, 2022

I, Ron Dinning, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. That I have been appraising property in the City of Edmonton and vicinity for over twenty (20) years.
2. That on or about June of 2021, I made careful exterior inspection of the lands in question in the proceedings, namely:

LINC 0017 434 846
PLAN 4677HW
BLOCK 67A
LOT 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

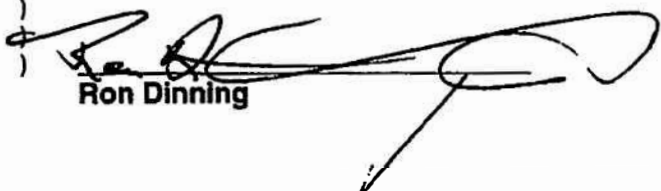
Municipally known as: 14025 - 106A Ave, Edmonton, Alberta

3. That I have to the best of my knowledge and belief in the paper now produced and shown to me and marked Exhibit "A" to this my Affidavit, set forth full and true particulars of the state, conditions, and value of the said lands and the improvements situated thereon.
4. That I have not now and never had an interest in the said lands or otherwise under the said proceedings except as an appraiser for the said Plaintiff in connection with the inspection and valuation made by me as above.

SWORN BEFORE ME at Edmonton, Alberta, this
22 day of June, 2022.


Commissioner for Oaths
in and for the Province of Alberta

ROBERT A. SPEIDEL
Barrister & Solicitor
11442 - 142 Street NW
Edmonton, AB T5M 1V1

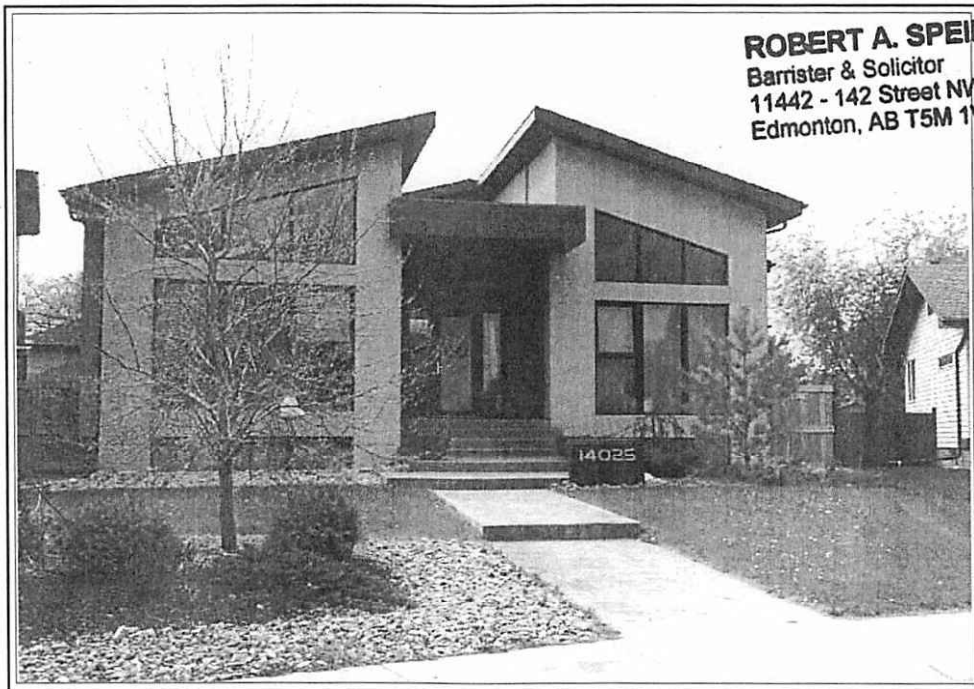

Ron Dinning

This is Exhibit "A" referred to in the
Affidavit of
Ron Dinning

Sworn before me this 22 day
of June A.D., 2022

APPRAISAL OF

[Signature]
A Commissioner for Oaths
in and for the Province of Alberta



LOCATED AT:

14025 - 106A Ave
Edmonton, AB T5N 1E2

FOR:

Robert Speidel Professional Corp.

BORROWER:

Kossowski

RESIDENTIAL APPRAISAL REPORT

CLIENT	REFERENCE: Exhibit "A" CLIENT: Robert Speidel Professional Corp. ATTENTION: ADDRESS: E-MAIL: PHONE: 780-491-0000 OTHER:	APPRAISER	Dinning & Company AIC MEMBER: Ron Dinning COMPANY: Dinning & Company ADDRESS: Box 61064 ~ Delton Edmonton, Alberta T5E 6J6 E-MAIL: ron@reall.com PHONE: 780-498-0946 OTHER:	FILE NO.:	14025-106	 Appraisal Institute of Canada								
SUBJECT	PROPERTY ADDRESS: 14025 - 106A Ave CITY: Edmonton PROVINCE: AB POSTAL CODE: t5n 1e2 LEGAL DESCRIPTION: Plan 4677HW, Block 67A, Lot 6 (Linc # 0017 434 846 ~~~ Title # 142 341 167) Source: Land Titles MUNICIPALITY AND DISTRICT: Glenora District of the City of Edmonton ASSESSMENT: Land \$ _____ Imps \$ 1,434,000 Total \$ 1,434,000 Assessment Date: June 2021 Taxes \$ _____ Year 2021 EXISTING USE: Residential Single Family OCCUPIED BY: Owner													
ASSIGNMENT	NAME: Kossowski Name Type: _____ PURPOSE: ☒ To estimate market value ☐ To estimate market rent ☐ INTENDED USE: ☐ First mortgage financing only ☐ Second mortgage financing only ☐ Conventional ☒ Litigation Purposes INTENDED USERS (by name): Robert Speidel Professional Corp. REQUESTED BY: ☒ Client above ☐ Other _____ VALUE: ☒ Current ☐ Retrospective ☐ Prospective ☐ Update of original report completed on _____ with an effective date of _____ File No. _____ PROPERTY RIGHTS APPRAISED: ☒ Fee Simple ☐ Leasehold ☐ Condominium/Strata ☐ MAINTENANCE FEE (if applicable): \$ _____ CONDO/STRATA COMPLEX NAME (if applicable): _____ IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? ☒ No ☐ Yes (If yes, see comments) _____ APPROACHES USED: ☒ DIRECT COMPARISON APPROACH ☒ COST APPROACH ☐ INCOME APPROACH EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS ☒ NO ☐ YES (see attached addendum) HYPOTHETICAL CONDITIONS ☒ NO ☐ YES (see attached addendum. A hypothetical condition requires an extraordinary assumption) JURISDICTIONAL EXCEPTION ☒ NO ☐ YES (see attached addendum)													
NEIGHBOURHOOD	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> NATURE OF DISTRICT: ☒ Residential ☐ Commercial ☐ Industrial ☐ Agricultural ☐ TYPE OF DISTRICT: ☐ Urban ☒ Suburban ☐ Rural ☐ Recreational ☐ TREND OF DISTRICT: ☐ Improving ☒ Stable ☐ Transition ☐ Deteriorating ☐ BUILT-UP: ☒ Over 75% ☐ 25 - 75% ☐ Under 25% ☐ Rural CONFORMITY Age: ☐ Newer ☒ Similar ☐ Older ☐ Condition: ☐ Superior ☒ Similar ☐ Inferior ☐ Size: ☐ Larger ☒ Similar ☐ Smaller ☐ </td> <td style="width: 40%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">From To</td> </tr> <tr> <td>AGE RANGE OF PROPERTIES (years):</td> <td style="text-align: center;">1 70</td> </tr> <tr> <td>PRICE RANGE OF PROPERTIES:</td> <td style="text-align: center;">\$ 500,000 \$ 2,000,000</td> </tr> </table> </td> </tr> </table>						NATURE OF DISTRICT: ☒ Residential ☐ Commercial ☐ Industrial ☐ Agricultural ☐ TYPE OF DISTRICT: ☐ Urban ☒ Suburban ☐ Rural ☐ Recreational ☐ TREND OF DISTRICT: ☐ Improving ☒ Stable ☐ Transition ☐ Deteriorating ☐ BUILT-UP: ☒ Over 75% ☐ 25 - 75% ☐ Under 25% ☐ Rural CONFORMITY Age: ☐ Newer ☒ Similar ☐ Older ☐ Condition: ☐ Superior ☒ Similar ☐ Inferior ☐ Size: ☐ Larger ☒ Similar ☐ Smaller ☐	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">From To</td> </tr> <tr> <td>AGE RANGE OF PROPERTIES (years):</td> <td style="text-align: center;">1 70</td> </tr> <tr> <td>PRICE RANGE OF PROPERTIES:</td> <td style="text-align: center;">\$ 500,000 \$ 2,000,000</td> </tr> </table>		From To	AGE RANGE OF PROPERTIES (years):	1 70	PRICE RANGE OF PROPERTIES:	\$ 500,000 \$ 2,000,000
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SITE	COMMENTS: ☐ Detrimental Conditions Observed The subject is located in an older well established upscale district of the city of Edmonton, having a stable market place. 													
SITE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> SITE DIMENSIONS: LOT SIZE: 1008 Unit of Measurement M2 Source: City of Edmonton TOPOGRAPHY: Flat and Level at Grade CONFIGURATION: Irregular in Shape ZONING: Residential RF1 Source: Municipal Authority OTHER LAND USE CONTROLS (see comments): USE CONFORMS: ☒ YES ☐ NO (see comments) ASSEMBLAGE ☒ NO ☐ YES (see comments) TITLE SEARCHED: ☐ YES ☒ NO (see comments and limiting conditions) COMMENTS: ☐ Detrimental Conditions Observed </td> <td style="width: 50%;"> UTILITIES: ☒ Telephone ☒ Natural Gas ☒ Storm Sewer ☒ Sanitary Sewer ☐ Septic ☐ Open Ditch ☐ Holding Tank WATER SUPPLY: ☒ Municipal ☐ Private Well FEATURES: ☐ Gravel Road ☒ Paved Road ☒ Lane ☒ Sidewalk ☒ Curbs ☒ Street Lights ☒ Cablevision ELECTRICAL: ☒ Overhead ☐ Underground DRIVEWAY: ☒ Private ☐ Mutual ☐ None ☐ Single ☒ Double ☐ Underground ☐ Laneway Surface: Concrete PARKING: ☒ Garage ☐ Carport ☒ Driveway ☐ Street LANDSCAPING: ☒ Good ☐ Average ☐ Fair ☐ Poor CURB APPEAL: ☒ Good ☐ Average ☐ Fair ☐ Poor </td> </tr> </table>						SITE DIMENSIONS: LOT SIZE: 1008 Unit of Measurement M2 Source: City of Edmonton TOPOGRAPHY: Flat and Level at Grade CONFIGURATION: Irregular in Shape ZONING: Residential RF1 Source: Municipal Authority OTHER LAND USE CONTROLS (see comments): USE CONFORMS: ☒ YES ☐ NO (see comments) ASSEMBLAGE ☒ NO ☐ YES (see comments) TITLE SEARCHED: ☐ YES ☒ NO (see comments and limiting conditions) COMMENTS: ☐ Detrimental Conditions Observed	UTILITIES: ☒ Telephone ☒ Natural Gas ☒ Storm Sewer ☒ Sanitary Sewer ☐ Septic ☐ Open Ditch ☐ Holding Tank WATER SUPPLY: ☒ Municipal ☐ Private Well FEATURES: ☐ Gravel Road ☒ Paved Road ☒ Lane ☒ Sidewalk ☒ Curbs ☒ Street Lights ☒ Cablevision ELECTRICAL: ☒ Overhead ☐ Underground DRIVEWAY: ☒ Private ☐ Mutual ☐ None ☐ Single ☒ Double ☐ Underground ☐ Laneway Surface: Concrete PARKING: ☒ Garage ☐ Carport ☒ Driveway ☐ Street LANDSCAPING: ☒ Good ☐ Average ☐ Fair ☐ Poor CURB APPEAL: ☒ Good ☐ Average ☐ Fair ☐ Poor						
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As illustrated in the attached photograph addendum the subject does conform to the surrounding properties.														

RESIDENTIAL APPRAISAL REPORT

REFERENCE: **Exhibit "A"**

Dinning & Company

FILE NO.: 14025-106

YEAR BUILT (estimated): 2015 YEAR OF ADDITIONS: _____ EFFECTIVE AGE: 4 years REM. ECONOMIC LIFE: 46 years	PROPERTY TYPE: Single Family Dwelling DESIGN/STYLE: Bungalow CONSTRUCTION: Wood WINDOWS: pvc windows BASEMENT: Full; ESTIMATED BASEMENT AREA: 227 ☐ Sq. Ft. ☒ Sq. M. ESTIMATED BASEMENT FINISH: 100 % FOUNDATION WALLS: Poured Concrete;	ROOFING: Asphalt Shingles Condition: ☒ Good ☐ Average ☐ Fair ☐ Poor Snow Covered at time of inspection. EXTERIOR FINISH: metal/stone/stucco Condition: ☒ Good ☐ Average ☐ Fair ☐ Poor New Construction													
COMMENTS: Due to the current situation the writer was unable to gain access.															
BEDROOMS(4) 3 Large 1 2-piece XXX Good Average 2 3-piece Average Small 4-piece Fair 1 5-piece Poor	BATHROOMS(4) 1 2-piece XXX Good Average 2 3-piece Average Small 4-piece Fair 1 5-piece Poor	INTERIOR FINISH Walls Ceilings Drywall ☒ ☒ Plaster ☐ ☐ Panelling ☐ ☐													
FLOORING: Ceramic tile/wood ELECTRICAL: ☐ Fuses ☒ Breakers ESTIMATED RATED CAPACITY OF MAIN PANEL: 100 amps HEATING SYSTEM: Forced Air; Fuel type: Gas; WATER HEATER: Type: Gas;															
CLOSET: ☒ Good ☐ Average ☐ Fair ☐ Poor/None INSULATION: ☒ Ceiling ☒ Walls ☒ Basement ☐ Crawl Space Info Source: Building code as interior is finished. PLUMBING LINES: Plastic Info Source: Code FLOOR PLAN: ☒ Good ☐ Average ☐ Fair ☐ Poor BUILT-IN/EXTRA: ☒ Stove ☒ Oven ☒ Dishwasher ☐ Garburator ☐ Vacuum ☐ Security System ☐ Fireplace ☐ Skylight ☐ Solarium ☐ HR Ventilator ☒ Central Air ☐ Air Cleaner ☐ Sauna ☐ Jetted Tub ☐ Garage Opener ☐ Swimming Pool ☐															
OVERALL INT. COND: ☒ Good ☐ Average ☐ Fair ☐ Poor															
ROOM ALLOCATION															
LEVEL:	ENTRANCE	LIVING	DINING	KITCHEN	FAMILY	BEDROOMS	DEN	FULL BATH	PART BATH	LAUNDRY				ROOM TOTAL	AREA
MAIN		1	1	1		3		2	1					6	227
SECOND															
THIRD															
ABOVE GRADE TOTALS	ROOMS: 6	BEDROOMS: 3	BATHROOMS: 2F 1H											6	227
BASEMENT					1	3		1		1				1	226
UNIT OF MEASUREMENT: ☐ Sq. Ft. ☒ Sq. M. SOURCE OF MEASUREMENT: MLS															
BASEMENT FINISH: The utility of this area is considered to be good at this time, developed with three bedrooms, family room, bathroom, laundry and mechanical room. (Based on historical inspection as the writer was unable to gain access, due to the present situation. Henceforth, some pictures in this report are from an earlier inspection 12/18 and listing #E4133479)															
GARAGES/CARPORT/PARKING FACILITIES: Double Detached															
SITE IMPROVEMENTS (INCLUDING DECKS, PATIOS, OUTBUILDINGS, LANDSCAPING, etc): Fenced yard, deck,															
COMMENTS: ☐ Detrimental Conditions Observed ☐ Incomplete Construction (see comments) The subject is a well designed, constructed bungalow, with a fully developed basement, and a double detached garage, as illustrated in the attached photograph addendum.															
(Please note, the writer did not inspect the interior of the subject property, and of the interior were acquired via listing # E4133479 and previous inspections)															

RESIDENTIAL APPRAISAL REPORT

REFERENCE: **Exhibit "A"**

Dinning & Company

FILE NO.: 14025-106

LAND VALUE AS IF VACANT: ☐ N/A \$ 650,000

SOURCE OF DATA: MLS

Comment:

EXISTING USE: Residential Single Family

HIGHEST AND BEST USE OF THE LAND AS IF VACANT: ☒ Residential ☐ Other

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED: ☒ Existing Residential Use ☐ Other

ANALYSES AND COMMENTS: Developed with a modern upscale single family dwelling.

SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		Description	\$ Adjustment	Description	\$ Adjustment	Description	\$ Adjustment
14025 - 106A Ave Edmonton, AB t5n 1e2		10506 - 137 Street Edmonton, AB		13814 -102 Ave Edmonton, AB		10340 - 136 Street Edmonton, AB	
DATA SOURCE	MLS; E4133479	mls E 4294269		mls E 4267079		mls E 4273887	
DATE OF SALE		Listing		2/8/22		2/7/22	
SALE PRICE	\$	\$ 1,495,000		\$ 755,000		\$ 732,000	
DAYS ON MARKET		10		107		27	
LOCATION	Glenora	Glenora		Glenora		Glenora	
SITE DIMENSIONS/LOT SIZE	1008 M2	650	250,000	674	354,000	650	354,000
BUILDING TYPE	Single Family Dwelling	SFD		S.F.D.		SFD	
DESIGN/STYLE	Bungalow	Bungalow		Bungalow		Bungalow	
AGE/CONDITION	7 Good	7 Good		70 Good		9 Good	
LIVABLE FLOOR AREA	227 Sq.M.	162	117,000	108	214,200	132	171,000
	Total Rooms Bdrms	Total Rooms Bdrms		Total Rooms Bdrms		Total Rooms Bdrms	
ROOM COUNT	6 3	5 2		5 2		5 2	
BATHROOMS	3F 1H	3f1h		2f	1,500	1f1h	2,000
BASEMENT	Developed	Developed		Developed		Undeveloped	50,000
PARKING FACILITIES	2 Detached	2 Attached	-3,500	2 Detached		2 Detached	
ADJUSTMENTS (Gross%, Net%, Dollar)		24.8 % 24.3 %	\$ 363,500	75.5 % 75.5 %	\$ 569,700	78.8 % 78.8 %	\$ 577,000
ADJUSTED VALUES		\$ 1,858,500		\$ 1,324,700		\$ 1,309,000	

ANALYSES AND COMMENTS:

Comparables 2 & 4 have been totally renovated in recent times, comparable # 1 is a new listing with no pending offers, as is typical for upscale houses they require a longer exposure time, and typically do have a notable reduction during the negotiation process.

Comparable #3 is smaller but of similar utility and amenities, requiring an adjustment for the lot size and dwelling size.

Comparable # 1 is an active listing, with no pending sales noted, henceforth it is being presented for information purposes only. The sold listings once adjusted for the various attributes, size of dwelling and the lot areas, the indicated value range is \$1,100,000 to \$1,600,000 and is considered to provide a reliable estimate of value. However there may be some intrinsic items located therein which may have value and may not be reflected herein. Disregarding the listing and the higher value comparable, the most probable sales price is anticipated to be \$1,320,000. as of the effective date of this report.

(Please note the exterior of the property only was inspected by the writer, with the interior data and photographs being acquired via a historical mls listing E4133479) (As is typical of upscale housing, when the economic climate declines the values are notably impacted.)

ESTIMATED VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ 1,320,000

RESIDENTIAL APPRAISAL REPORT

REFERENCE: Exhibit "A"

Dinning & Company

FILE NO.: 14025-106

SUBJECT		COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
		Description	\$ Adjustment	Description	\$ Adjustment	Description	\$ Adjustment
14025 - 106A Ave Edmonton, AB t5n 1e2		10502 - 131 Street Edmonton, AB		10424 - 133 Street Edmonton, AB		13720 - 101A Ave Edmonton, AB	
DATA SOURCE	MLS; E4133479	mls E 4275131		mls E4243936		mls E4233644	
DATE OF SALE		2/15/22		5/28/21		7/7/21	
SALE PRICE	\$	\$ 720,000		\$ 1,180,000		\$ 1,760,000	
DAYS ON MARKET		19		15		110	
LOCATION	Glenora	Glenora		Glenora		Glenora	
SITE DIMENSIONS/LOT SIZE	1008 M2	650 350,000		974		1005	
BUILDING TYPE	Single Family Dwelling	S.F.D.		S.F.D.		S.F.D.	
DESIGN/STYLE	Bungalow	Bungalow		Bungalow		Bungalow	
AGE/CONDITION	7 Good	70 Good		23 Good		12 Good	
LIVABLE FLOOR AREA	227 Sq.M.	211 28,800		193 61,200		214 23,400	
	Total Rooms Bdrms	Total Rooms Bdrms		Total Rooms Bdrms		Total Rooms Bdrms	
ROOM COUNT	6 3	7 3		7 3		6 2	
BATHROOMS	3F 1H	3f 500		3f1h		2f1h	
BASEMENT	Developed	Developed		Partially Dev. 20,000		Developed	
PARKING FACILITIES	2 Detached	2 Attached -3,500		2 Detached		2 Attached -3,500	
						Upgrades -100,000	
ADJUSTMENTS (Gross%, Net%, Dollar)		53.2 % 52.2 % \$ 375,800		6.9 % 6.9 % \$ 81,200		7.2 % -4.6 % \$ 80,100	
ADJUSTED VALUES		\$ 1,095,800		\$ 1,261,200		\$ 1,679,900	
ANALYSES AND COMMENTS:							
Comparables 2 & 4 have been totally renovated in recent times, comparable # 1 is a new listing with no pending offers, as is typical for upscale houses they require a longer exposure time, and typically do have a notable reduction during the negotiation process.							
Comparable #3 is smaller but of similar utility and amenities, requiring an adjustment for the lot size and dwelling size.							
Comparable # 1 is an active listing, with no pending sales noted, henceforth it is being presented for information purposes only. The sold listings once adjusted for the various attributes, size of dwelling and the lot areas, the indicated value range is \$1,100,000 to \$1,600,000 and is considered to provide a reliable estimate of value. However there may be some intrinsic items located therein which may have value and may not be reflected herein. Disregarding the listing and the higher value comparable, the most probable sales price is anticipated to be \$1,320,000. as of the effective date of this report.							
(Please note the exterior of the property only was inspected by the writer, with the interior data and photographs being acquired via a historical mls listing E4133479) (As is typical of upscale housing, when the economic climate declines the values are notably impacted.)							

RESIDENTIAL APPRAISAL REPORT

REFERENCE: **Exhibit "A"**

Dinning & Company

FILE NO.: **14025-106**

SALES HISTORY	SUBJECT SOLD WITHIN 3 YEARS OF EFFECTIVE DATE: ☐ YES ☒ NO ANALYSES OF SALE TRANSFER HISTORY: (minimum of three years) The subject is not presently listed for sale however there is an older terminated listing mls # e4133479, with the last title transfer being October 10, 2014 showing a transfer value of \$500,000		
	SUBJECT LISTED WITHIN 1 YEAR OF EFFECTIVE DATE: ☐ YES ☒ NO SUBJECT CURRENTLY LISTED: ☐ YES ☒ NO ANALYSES OF AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) The subject is not presently listed for sale however there is an older terminated listing mls # e4133479, with the last title transfer being October 10, 2014 showing a transfer value of \$500,000		
EXPOSURE TIME	ANALYSES OF REASONABLE EXPOSURE TIME: Based on the data available from the market place the writer concludes a reasonable exposure time would be 90 - 180 days.		
	RECONCILIATION AND FINAL ESTIMATE OF VALUE: On single family dwellings the most reliable indicator of value is that of the direct comparison approach, while the cost approach has been developed for information purposes only, and does not contribute significantly to the final estimate of value.		
RECONCILIATION AND FINAL VALUE	UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT 5/27/2022 (Effective Date of the Appraisal) IS ESTIMATED AT \$ 1,320,000 COMPLETED ON 5/27/2022 (Date of Report) AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT.		
	DEFINITIONS: DEFINITION OF MARKET VALUE: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (Appraisal of Real Estate, Third Canadian Edition, 2010) Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. DEFINITION OF MARKET RENT (if applicable): The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (International Valuation Standards 2017) DEFINITION OF HIGHEST AND BEST USE: The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, maximally productive and that results in the highest value. (CUSPAP 2018)		
SCOPE	The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analyses to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analyses, describe relevant procedures and reasoning details supporting the analyses, and provide the reason for the exclusion of any usual valuation procedures. The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report. The specific tasks and items necessary to complete this assignment include a summary of the following: 1. assembly and analyses of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal; 2. a site visit and observation of the subject property and the surrounding area; 3. assembly and analyses of pertinent economic and market data; 4. an analyses of land use controls pertaining to the subject property; 5. an analyses of Highest and Best Use, or most probable use; 6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value; 7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and 8. reconciliation of the collected data into an estimate of the market value or the market value range as at the effective date of the appraisal. All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format. Other: The exterior only of the property was inspected by the writer, and interior descriptions were acquired from an Expired mls listing, and historic inspections by the writer..		
	(Additional scope notes or comments)		

RESIDENTIAL APPRAISAL REPORT

REFERENCE: Exhibit "A"

Dinning & Company

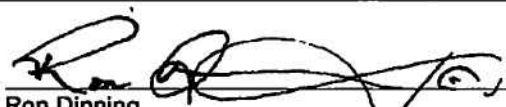
FILE NO.: 14025-106

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:

1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.
7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) on the subject property or on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.
9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.
10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.
11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.
12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.
13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.
14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.
16. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright.
17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

I certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of interest with respect to the parties involved with this assignment;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
8. ☒ No one has provided professional assistance to the member(s) signing this report;
☐ The following individual provided the following professional assistance:
9. As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada (AIC)'s Continuing Professional Development Program;
10. The undersigned is a member/are all members in good standing of the Appraisal Institute of Canada. Where applicable this report is co-signed in compliance with CUSPAP. Where a report bears two signatures, both the signing appraiser and co-signing appraiser assume full responsibility for this report.

PROPERTY IDENTIFICATION	
ADDRESS: 14025 - 106A Ave	CITY: Edmonton PROVINCE: AB POSTAL CODE: t5n 1e2
LEGAL DESCRIPTION: Plan 4677HW, Block 67A, Lot 6 (Linc # 0017 434 846 ~~~ Title # 142 341 167)	
BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,	
AS AT 5/27/2022 (Effective date of the appraisal)	IS ESTIMATED AT \$ 1,320,000 ☒ As Is ☐ As If Complete
AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO CERTAIN ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT	
APPRaiser	CO-SIGNING AIC APPRAISER (if applicable)
SIGNATURE: 	SIGNATURE: _____
NAME: Ron Dinning	NAME: _____
AIC DESIGNATION/STATUS: ☐ Candidate Member ☐ CRA.P.App ☒ AACI.P.App Membership # 233940	AIC DESIGNATION/STATUS: ☐ CRA.P.App ☐ AACI.P.App Membership # _____
DATE OF REPORT/DATE SIGNED: 05/27/2022	DATE OF REPORT/DATE SIGNED: _____
PERSONALLY INSPECTED THE SUBJECT PROPERTY: ☒ YES ☐ NO	PERSONALLY INSPECTED THE SUBJECT PROPERTY: ☐ YES ☐ NO
DATE OF INSPECTION: 5/25/2022	DATE OF INSPECTION: _____
LICENSE INFO: (where applicable) RECA	LICENSE INFO: (where applicable) _____
NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.	
SOURCE OF DIGITAL SIGNATURE SECURITY: _____	
ATTACHMENTS AND ADDENDA: ☒ ADDITIONAL SALES ☐ EXTRAORDINARY ASSUMPTIONS/LIMITING CONDITIONS ☐ NARRATIVE ☒ PHOTOGRAPHS ☐ BUILDING SKETCH ☐ PROGRESS INSPECTION	
☒ MAPS ☒ COST APPROACH ☐ INCOME APPROACH ☐ MARKET RENT ☐ SCOPE OF WORK ☐ LIMITED USES/LIMITED DETRIMENTAL CONDITIONS	

EXTRAORDINARY ITEMS ADDENDUM

REFERENCE: Exhibit "A"	Dinning & Company		FILE NO.: 14025-106
CLIENT: Robert Speidel Professional Corp.	AIC MEMBER: Ron Dinning	 Appraisal Institute of Canada	
ATTENTION:	COMPANY: Dinning & Company		
ADDRESS:	ADDRESS: Box 61064 ~ Delton		
E-MAIL:	E-MAIL: ron@reall.com		
PHONE: 780-491-0000 OTHER:	PHONE: 780-498-0946 OTHER:		

EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS

Due to the lack of access and the present restrictions in place historical photographs have been used in this report.

HYPOTHETICAL CONDITIONS

It is assumed that the current condition is comparable and compatible to the historical pictures used.

JURISDICTIONAL EXCEPTION

COST APPROACH ADDENDUM

REFERENCE:	Exhibit "A"	Dinning & Company	FILE NO.:	14025-106
CLIENT	CLIENT:	Robert Speidel Professional Corp.		 Appraisal Institute of Canada
	ATTENTION:			
	ADDRESS:			
	E-MAIL:			
	PHONE:	780-491-0000	OTHER:	
APPRAISER	AIC MEMBER:	Ron Dinning		
	COMPANY:	Dinning & Company		
	ADDRESS:	Box 61064 ~ Delton Edmonton, Alberta T5E 6J6		
	E-MAIL:	ron@reall.com		
	PHONE:	780-498-0946	OTHER:	
PROPERTY ADDRESS: 14025 - 106A Ave				
LAND VALUE		SOURCE OF DATA		\$ 650,000
SOURCE OF COST DATA: ☐ MANUAL ☒ CONTRACTOR ☐				
BUILDING COST: ☐ Sq. Ft. ☒ Sq. M.				
Livable floor Area (above grade)		227 @ \$	2,400.00	\$ 544,800
Basement		227 @ \$	800.00	\$ 181,600
Garages/Carports		1 @ \$	25,000.00	\$ 25,000
		@ \$		\$
		@ \$		\$
		@ \$		\$
OTHER EXTRAS INCLUDING SITE IMPROVEMENTS, LANDSCAPING, ETC				\$ 35,000
				\$
				\$
				\$
				\$
TOTAL REPLACEMENT COST				\$ 786,400
ACCRUED DEPRECIATION:		8.0 %	\$ 62,912	\$ 723,488
DEPRECIATED VALUE OF THE IMPROVEMENTS				\$ 723,488
				\$ 1,373,488
ESTIMATED VALUE BY THE COST APPROACH (rounded)				\$ 1,373,000
NOTE: Unless otherwise noted the construction cost estimates contained herein were not prepared for insurance purposes and are invalid for that use. The Cost Approach is not applicable when appraising individual strata/condominium type dwelling units				
ANALYSES/COMMENTS: On single family dwelling the cost approach does not contribute to the final estimate of value, and is developed primarily for information purposes and does not have a notable impact on the final estimate of value.				
However when the value of the land represents the majority of the value, the subject typically is approaching the end of its remaining economic life.				

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Kossowski

File No.: 14025-106

Property Address: 14025 - 106A Ave

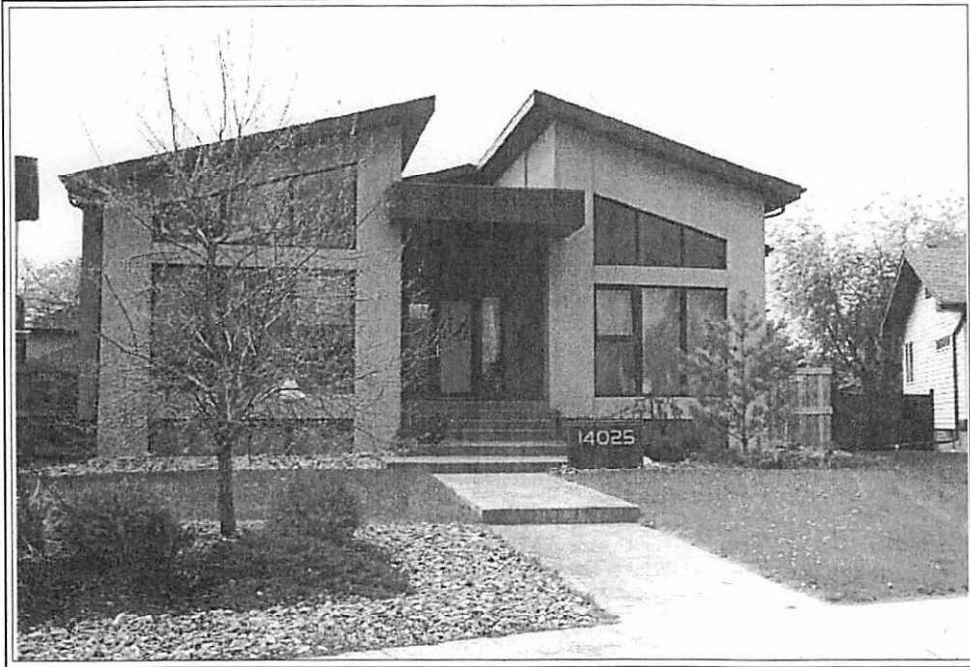
Case No.: Exhibit "A"

City: Edmonton

Prov.: AB

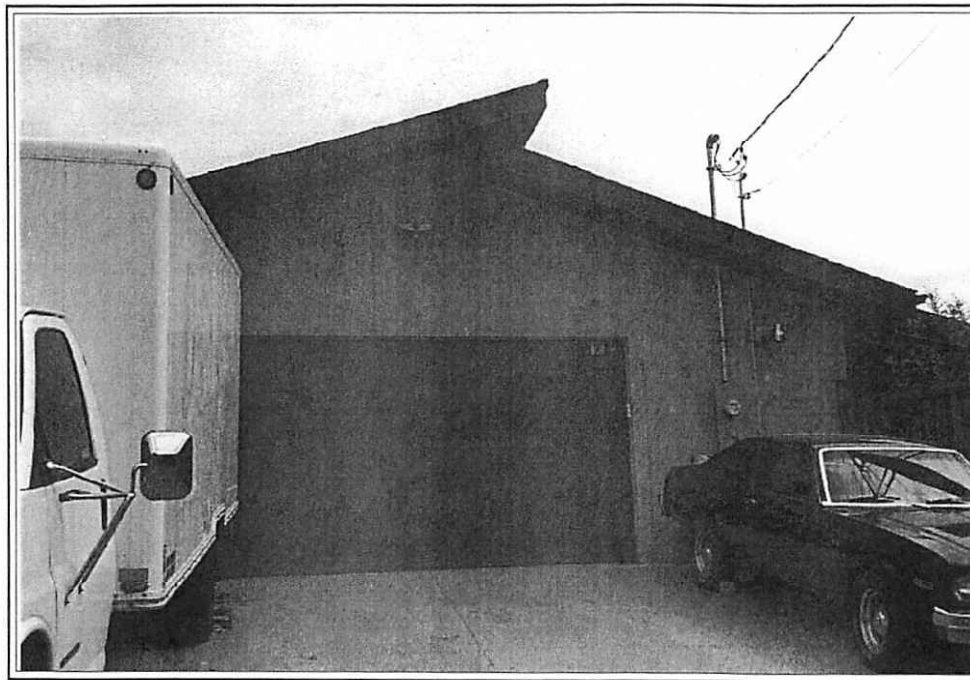
P.C.: t5n 1e2

Lender: Robert Speidel Professional Corp.

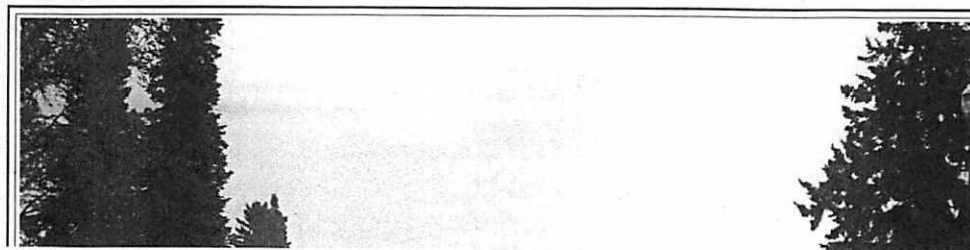


FRONT VIEW OF
SUBJECT PROPERTY

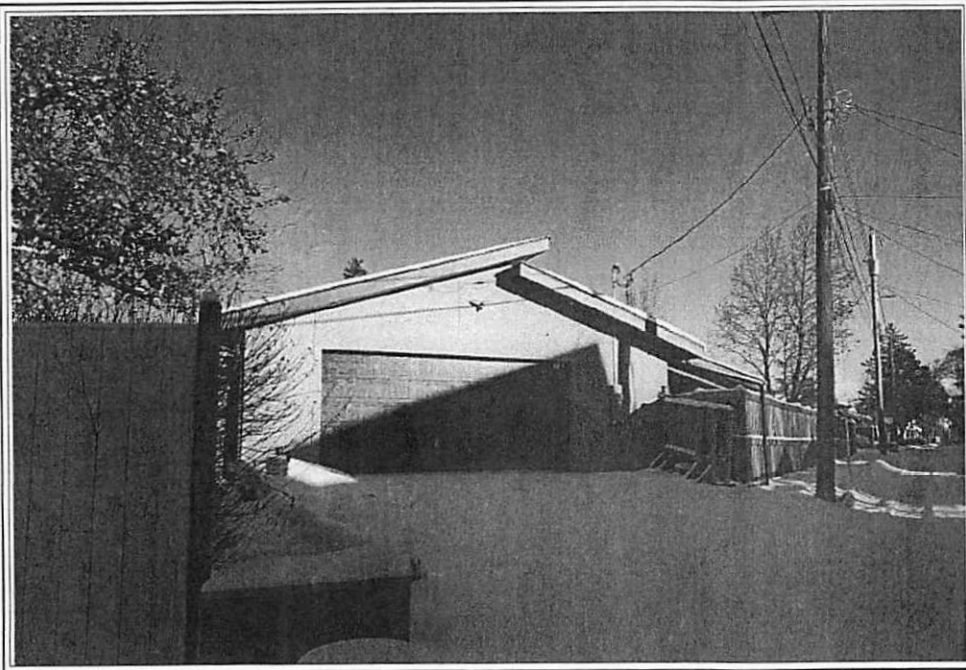
Appraised Date: May 27, 2022
Appraised Value: \$ 1,320,000



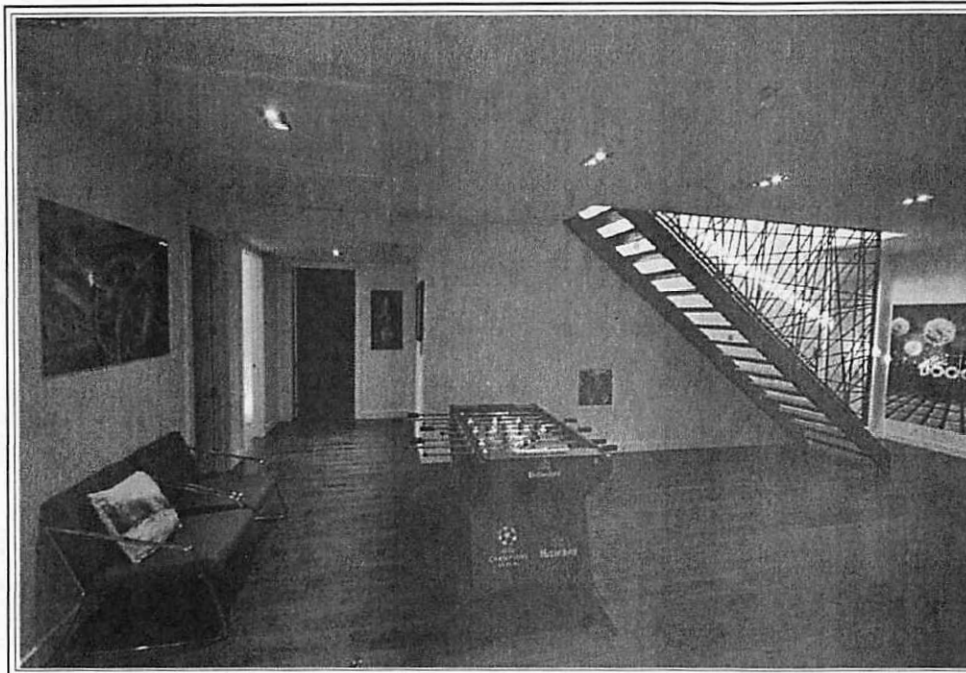
REAR VIEW OF
SUBJECT PROPERTY



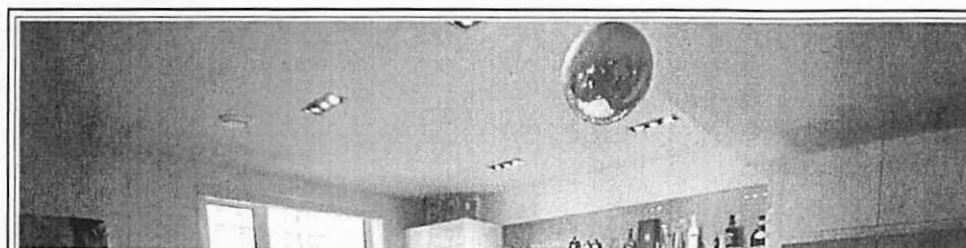
STREET SCENE



Rear View

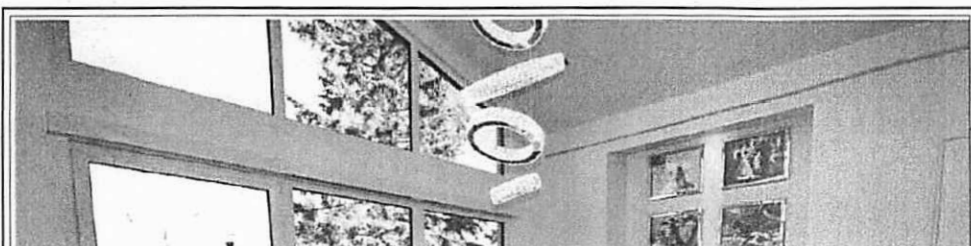
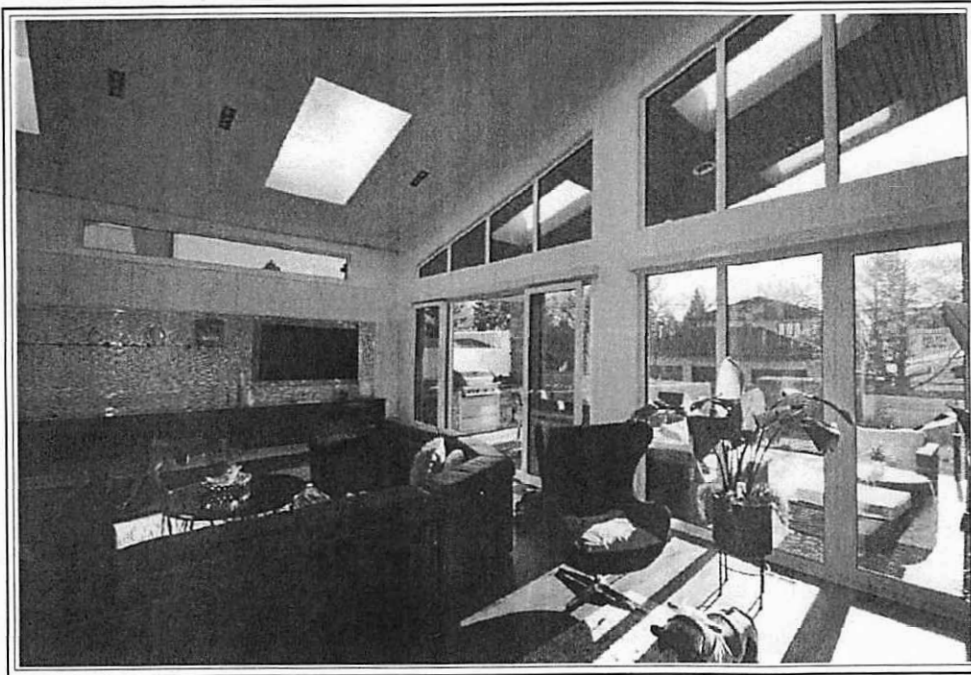


Basement, Family Room



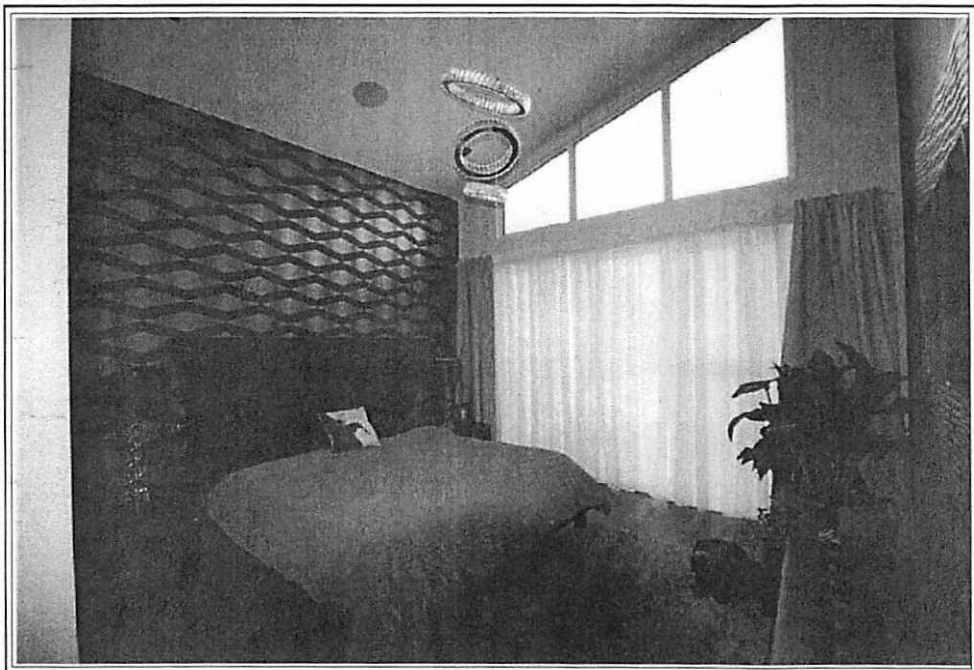
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Property Address: 14025 - 106A Ave
City: Edmonton
Lender: Robert Speidel Professional Corp.

File No.: 14025-106
Case No.: Exhibit "A"
Prov.: AB
P.C.:t5n 1e2

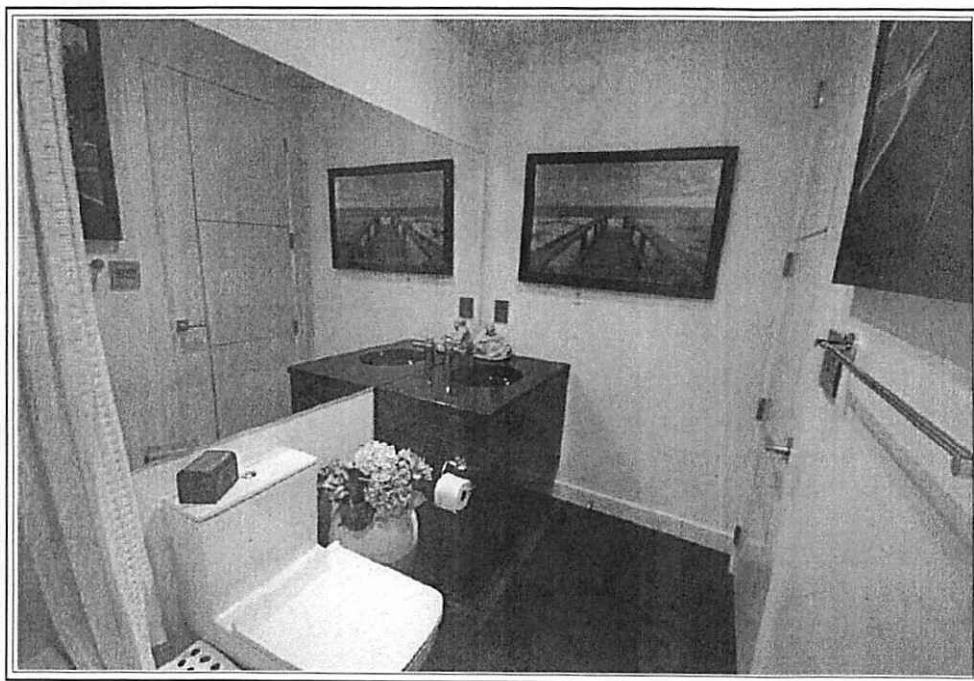


Borrower: Kossowski
Property Address: 14025 - 106A Ave
City: Edmonton
Lender: Robert Speidel Professional Corp.

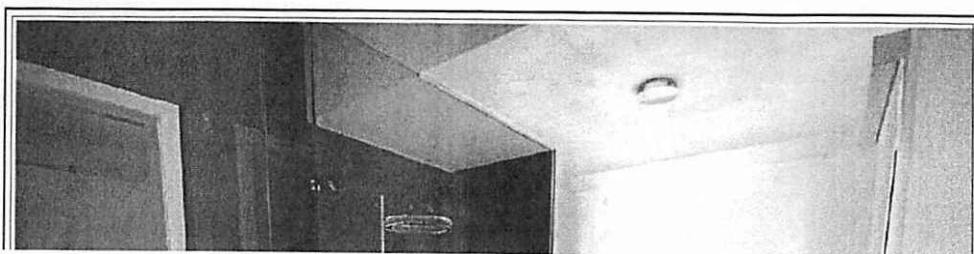
File No.: 14025-106
Case No.: Exhibit "A"
Prov.: AB
P.C.:t5n 1e2



Bedroom



Bathroom

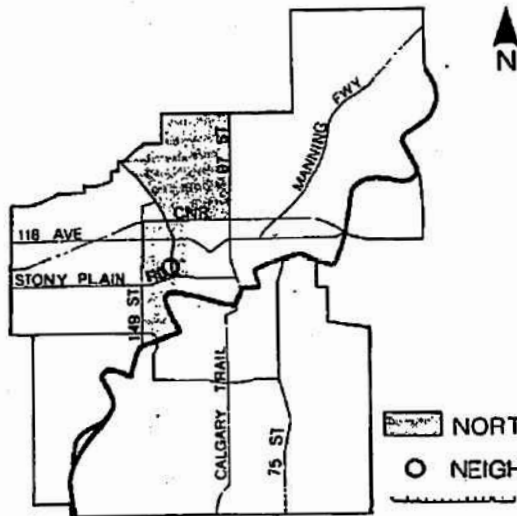


Bathroom

PLOT MAP

Borrower: Kossowski
 Property Address: 14025 - 106A Ave
 City: Edmonton
 Lender: Robert Speidel Professional Corp.

File No.: 14025-106
 Case No.: Exhibit "A"
 Prov.: AB
 P.C.: t5n 1e2



NEIGHBOURHOOD:
GLENORA
 NORTHWEST DISTRICT

1. St. Vincent Catholic School
2. Westminster Junior High School
3. Talmud Toran Elementary School
4. Glenora Community League
5. Glenora Elementary School
6. Provincial Museum of Alberta
7. Edmonton Ambulance Service
8. Edmonton Missionary Church
9. Ortona Villa Seniors



LAND USE

- | | | |
|--------------------|------------------------|---------------------|
| Single Dwelling | Recreation, Open Space | Transportation |
| Two Unit Dwellings | Commercial | Vacant, Undeveloped |

LOCATION MAP

Borrower: Kossowski

Property Address: 14025 - 106A Ave

City: Edmonton

Lender: Robert Speidel Professional Corp.

File No.: 14025-106

Case No.: Exhibit "A"

Prov.: AB

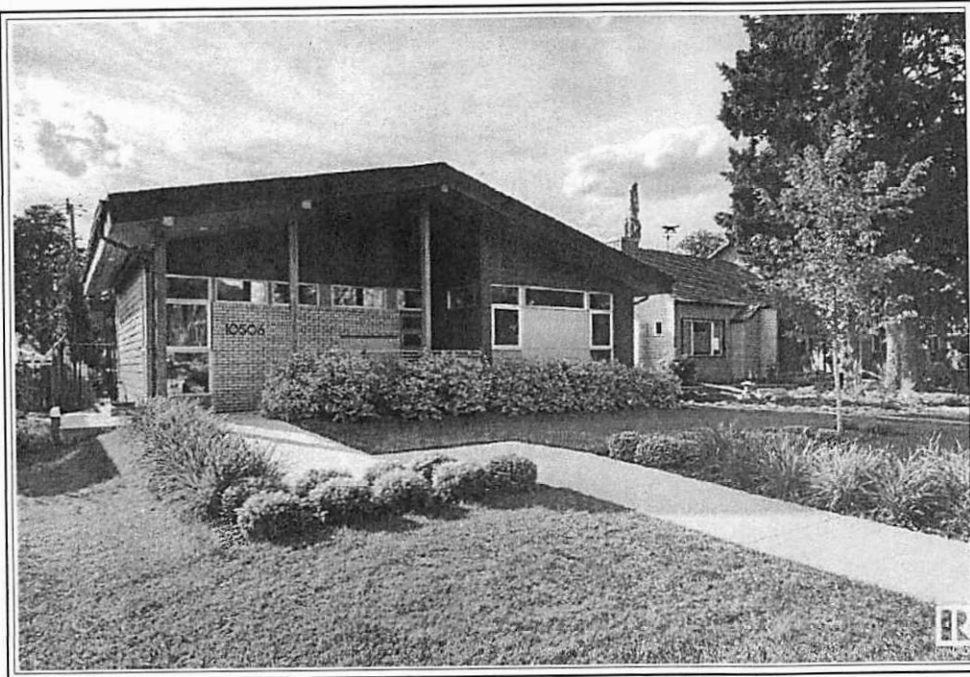
P.C.: t5n 1e2



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Kossowski
 Property Address: 14025 - 106A Ave
 City: Edmonton
 Lender: Robert Speidel Professional Corp.

File No.: 14025-106
 Case No.: Exhibit "A"
 Prov.: AB
 P.C.: t5n 1e2



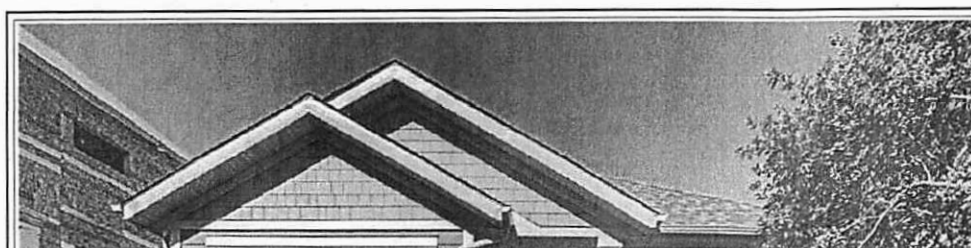
COMPARABLE SALE #1

10506 - 137 Street
 Edmonton, AB
 Sale Date: Listing
 Sale Price: \$ 1,495,000



COMPARABLE SALE #2

13814 - 102 Ave
 Edmonton, AB
 Sale Date: 2/8/22
 Sale Price: \$ 755,000



COMPARABLE SALE #3

10340 - 136 Street
 Edmonton, AB
 Sale Date: 2/7/22

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Kossowski

File No.: 14025-106

Property Address: 14025 - 106A Ave

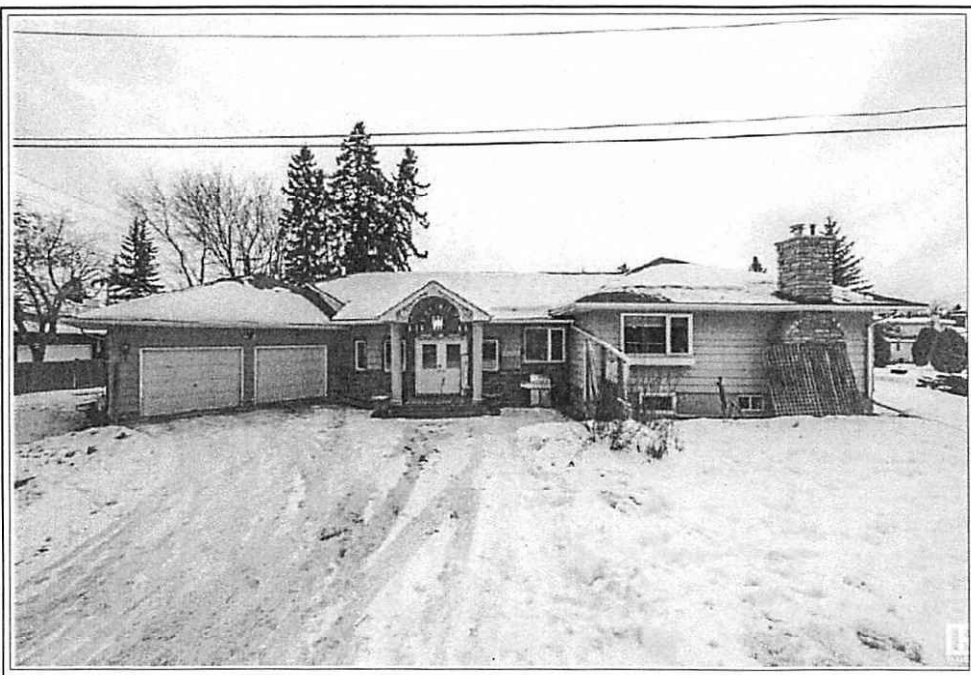
Case No.: Exhibit "A"

City: Edmonton

Prov.: AB

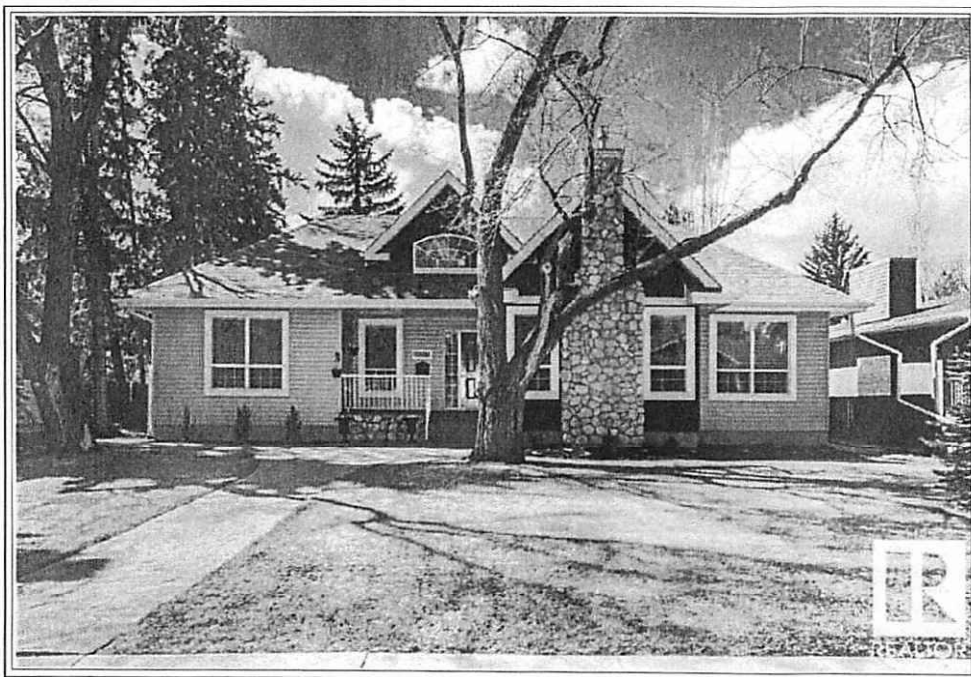
P.C.: t5n 1e2

Lender: Robert Speidel Professional Corp.



COMPARABLE SALE #4

10502 - 131 Street
Edmonton, AB
Sale Date: 2/15/22
Sale Price: \$ 720,000



COMPARABLE SALE #5

10424 - 133 Street
Edmonton, AB
Sale Date: 5/28/21
Sale Price: \$ 1,180,000



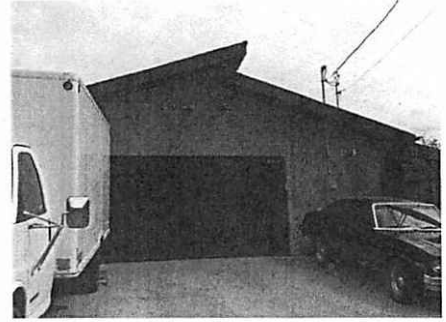
COMPARABLE SALE #6

13720 - 101A Ave
Edmonton, AB
Sale Date: 7/7/21



Subject Front View

Title



Subject Rear View



Subject Street Scene



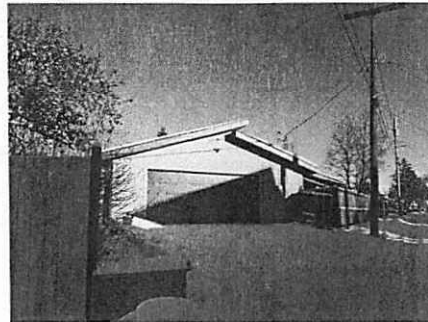
Sales Comp. 1



Sales Comp. 2



Sales Comp. 3



Extra Photo 1



Extra Photo 2



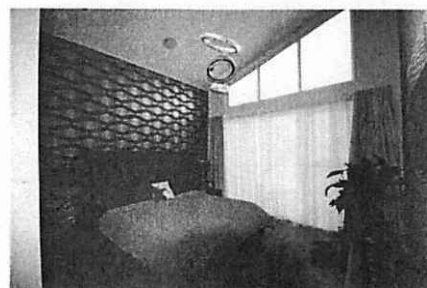
Extra Photo 3



Extra Photo 1



Extra Photo 2





Sales Comp. 6



Plot Map



Location Map

RECORDING CERTIFICATE

FILE NO. 14025-106

DATE OF RECORDING: 10/10/1917

RECORDING OFFICE: DEPT. OF REVENUE

RECORDING FEE: \$1.00

RECORDING CHARGE: \$1.00

RECORDING TOTAL: \$2.00

RECORDING OFFICIAL: [Signature]

RECORDING OFFICE: [Address]

Extra Image

RECORDING CERTIFICATE

FILE NO. 14025-106

DATE OF RECORDING: 10/10/1917

RECORDING OFFICE: DEPT. OF REVENUE

RECORDING FEE: \$1.00

RECORDING CHARGE: \$1.00

RECORDING TOTAL: \$2.00

RECORDING OFFICIAL: [Signature]

RECORDING OFFICE: [Address]

Extra Image

RECORDING CERTIFICATE

FILE NO. 14025-106

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RECORDING CHARGE: \$1.00

RECORDING TOTAL: \$2.00

RECORDING OFFICIAL: [Signature]

RECORDING OFFICE: [Address]

Extra Image

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RECORDING OFFICE: [Address]

Extra Image

RECORDING CERTIFICATE

FILE NO. 14025-106

DATE OF RECORDING: 10/10/1917

RECORDING OFFICE: DEPT. OF REVENUE

RECORDING FEE: \$1.00

RECORDING CHARGE: \$1.00

RECORDING TOTAL: \$2.00

RECORDING OFFICIAL: [Signature]

RECORDING OFFICE: [Address]

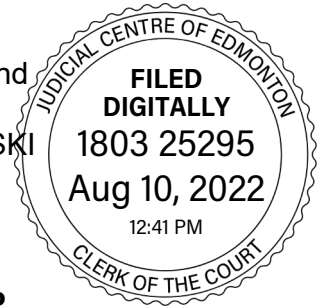
Extra Image

TAB 14

COURT FILE NUMBER: 1803-25295
COURT OF QUEEN'S BENCH OF ALBERTA:
JUDICIAL CENTRE: EDMONTON
PLAINTIFF(S): 1380195 ALBERTA LTD.

DEFENDANT(S): BARTOSZ KOSSOWSKI and
MALGORZATA KOSSOWSKI

DOCUMENT: **AFFIDAVIT OF VALUE**
ADDRESS FOR SERVICE AND CONTACT **DLA PIPER (Canada) LLP**
INFORMATION OF PARTY FILING THIS 2700, 10220 – 103rd Avenue NW
DOCUMENT: Edmonton, AB T5J 0K4
Attention: Jerriitt Pawlyk
Phone: (780) 637-4517
Fax: (780) 702-4352
File No. 101070-00001



I, Ray Trainberg, of the City of Edmonton, in the Province of Alberta, Appraiser, MAKE OATH AND SAY:

1. That I have resided and carried on business as an appraiser in the City of Edmonton and surrounding districts, in the Province of Alberta, for 16 years and during that time have had considerable experience in real estate appraisals.

2. That on the 8th day of August A.D., 2022, I made an exterior inspection only (Appraiser was advised by client to do an exterior inspection) of the subject lands in question in the proceedings, namely:

LEGAL DESCRIPTION:

PLAN 4677HW

BLOCK 67A

LOT 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

MUNICIPAL:

14025 – 106A AVENUE

EDMONTON, ALBERTA

This is Exhibit "A" referred to in the
affidavit of Ray Trainberg
sworn before me at Edmonton, Alberta
this 9 day of August, 2022
D. Fedynak
A Commissioner for Oaths

APPRAISAL OF

DEBRA L. FEDYNAK
MY COMMISSION EXPIRES JULY 12, 2023



LOCATED AT:

14025 - 106A Avenue NW
Edmonton, AB T5N 1E2

FOR:

DLA Piper (Canada) LLP
Suite 2700, 10220 - 103 Avenue NW
Edmonton, AB T5J 0K4

AS OF:

August 8, 2022

BY:

Ray Trainberg, CRA, P.App

Halvorsen Fedynak & Company, Inc.
201, 6650 - 177 Street
Edmonton, AB T5T 4J5
Phone: 780-483-5250, email: order@fedynak.ca

August 9, 2022

DLA Piper (Canada) LLP
Jerritt R. Pawlyk
Suite 2700, 10220 - 103 Avenue NW
Edmonton, AB T5J 0K4

Address of Property: 14025 - 106A Avenue NW
Edmonton, AB T5N 1E2

Market Value: \$ 1,725,000

In accordance with the letter of engagement dated AUGUST 5, 2022, I (we) have appraised the above referenced property and provide an:
Estimate of CURRENT Market Value of: [SEE ABOVE]
With an Effective date as of: AUGUST 8, 2022
Inspection Date: AUGUST 8, 2022

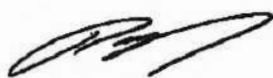
The purpose of the report is to develop an estimate of market value of the subject property, AS IMPROVED, in UNENCUMBERED FEE SIMPLE ownership for the intended use of FORECLOSURE PURPOSES only.

The estimate of value is as of the effective date and is subject to the authorized intended use, assumptions and limiting conditions included in the report to which the reader's attention is specifically directed. The report is enclosed and must be read in its entirety.

By accepting this report, the client or the intended user/authorized user accepts that: any hypothetical conditions and/or assumptions identified in this report have not been independently verified or are items that are assumed to be true as part of this assignment, and this report may not be reasonably relied on as proof that any of the hypothetical conditions and/or assumptions are true and accurate or that they will be true and accurate at any point in the future, and in the event that any hypothetical condition or assumption in this report is discovered not to be true and accurate, it may impact the estimate of market value provided in this report. The author(s) disclaims any liability arising from any hypothetical condition or assumptions not being true and accurate as at the date of this report or in the future.

No person or party other than the authorized intended user specifically identified herein can rely on this report without first obtaining written authorization from the author(s) of this report. Such authorization is at the discretion of the author(s), and may only be issued with permission from the client of this report.

The report is prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP).



Ray Trainberg, GRA, P.App
AIC Membership No. - 902851

RESIDENTIAL APPRAISAL REPORT

REFERENCE: 101070-00001

Halvorsen Fedynak & Company, Inc.

FILE NO.: 30374RT

CLIENT	CLIENT:	DLA Piper (Canada) LLP	AIC MEMBER:	Ray Trainberg, CRA, P.App	 Appraisal Institute of Canada
	ATTENTION:	Jerritt R. Pawlyk	COMPANY:	Halvorsen Fedynak and Company, Inc.	
	ADDRESS:	Suite 2700, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4	ADDRESS:	201, 6650 - 177 Street Edmonton, AB T5T 4J5	
	E-MAIL:	jennifer.inkster@ca.dlapiper.com	E-MAIL:	ray@fedynak.ca	
	PHONE:	780-637-4517 OTHER: 780-702-4352	PHONE:	780-483-5250 OTHER: N/A	

SUBJECT	PROPERTY ADDRESS:	14025 - 106A Avenue NW	CITY:	Edmonton	PROVINCE:	AB	POSTAL CODE:	T5N 1E2
	LEGAL DESCRIPTION:	Plan 4677HW Block 67A Lot 6	Source: City of Edmonton - Online Data					
	MUNICIPALITY AND DISTRICT:	City of Edmonton, Glenora						
	ASSESSMENT:	Land \$ Included	Imps \$ Included	Total \$ 1,434,000	Assessment Date:	July 2021	Taxes \$ 13,461	Year 2022
	EXISTING USE:	As improved OCCUPIED BY: Unknown						

ASSIGNMENT	NAME:	Amit Grover and Jaira Grover v. My Home Design and Construction Ltd., Aluplast Windows and Doors Ltd., Bartosz Kossowski and Brent Desouza					Name Type:	Plaintiffs / Current Owners	
	PURPOSE:	☒ To estimate market value ☐ To estimate market rent ☐							
	INTENDED USE:	☐ First mortgage financing only ☐ Second mortgage financing only ☐ Conventional ☒ Foreclosure Proceedings - Any other use is strictly unauthorized.							
	INTENDED USERS (by name):	This report has been prepared for DLA Piper (Canada) LLP, liability to any other party is expressly denied.							
	REQUESTED BY:	☒ Client above ☐ Other							
	VALUE:	☒ Current ☐ Retrospective ☐ Prospective							
		☐ Update of original report completed on N/A with an effective date of N/A File No. N/A							
	PROPERTY RIGHTS APPRAISED:	☒ Fee Simple ☐ Leasehold ☐ Condominium/Strata ☐							
	MAINTENANCE FEE (if applicable):	\$ N/A							
	CONDO/STRATA COMPLEX NAME (if applicable):	N/A							
NEIGHBOURHOOD	IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING?:	☒ No ☐ Yes (if yes, see comments)							
	APPROACHES USED:	☒ DIRECT COMPARISON APPROACH ☒ COST APPROACH ☐ INCOME APPROACH							
	EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS	☐ NO ☒ YES (see attached addendum)							
	HYPOTHETICAL CONDITIONS	☒ NO ☐ YES (see attached addendum. A hypothetical condition requires an extraordinary assumption)							
	JURISDICTIONAL EXCEPTION	☒ NO ☐ YES (see attached addendum)							
	NATURE OF DISTRICT:	☒ Residential ☐ Commercial ☐ Industrial ☐ Agricultural						From	To
	TYPE OF DISTRICT:	☒ Urban ☐ Suburban ☐ Rural ☐ Recreational						AGE RANGE OF PROPERTY/ES (years):	4 122
	TREND OF DISTRICT:	☐ Improving ☒ Stable ☐ Transition ☐ Deteriorating						PRICE RANGE OF PROPERTIES:	\$ 400,000 \$ 2,500,000
	BUILT-UP:	☒ Over 75% ☐ 25 - 75% ☐ Under 25% ☐ Rural						For bungalows in the subject neighborhood	
	CONFORMITY Age:	☒ Newer ☒ Similar ☒ Older						MARKET OVERVIEW: Supply:	☒ High ☐ Average ☐ Low
Condition:	☒ Superior ☒ Similar ☒ Inferior						Demand:	☒ High ☐ Average ☐ Low	
Size:	☒ Larger ☒ Similar ☒ Smaller						PRICE TRENDS:	☐ Increasing ☒ Stable ☐ Declining	
COMMENTS:	☐ Detrimental Conditions Observed								
	See Attached Addendum								

SITE	SITE DIMENSIONS:	N/A		UTILITIES:	☒ Telephone ☒ Natural Gas ☒ Storm Sewer ☒ Sanitary Sewer ☐ Septic
	LOT SIZE:	1008	Unit of Measurement	Sq.M.	☐ Open Ditch ☐ Holding Tank ☐
	Source:	Assessment		WATER SUPPLY:	☒ Municipal ☐ Private Well ☐
	TOPOGRAPHY:	Generally Level		FEATURES:	☐ Gravel Road ☒ Paved Road ☒ Lane ☒ Sidewalk ☒ Curbs
	CONFIGURATION:	Pie-Shaped		ELECTRICAL:	☒ Street Lights ☒ Cablevision ☐
	ZONING:	RF1 - Single Detached Residential		DRIVEWAY:	☒ Overhead ☐ Underground ☐
		Source: Online Data		DRIVEWAY:	☒ Private ☐ Mutual ☐ None ☐ Single ☒ Double
	OTHER LAND USE CONTROLS (see comments):	Unknown		Underground	☐ Laneway ☐
	USE CONFORMS:	☒ YES ☐ NO (see comments)	Surface:	Poured Concrete	
	ASSEMBLAGE	☒ NO ☐ YES (see comments)	PARKING:	☒ Garage ☐ Carport ☒ Driveway ☒ Street	
TITLE SEARCHED:	☐ YES ☒ NO (see comments and limiting conditions)	LANDSCAPING:	☐ Good ☒ Average ☐ Fair ☐ Poor		
COMMENTS:	☐ Detrimental Conditions Observed				
	The subject site has sod, trees and shrubs, a wood fence, a covered composite board deck, a stamped concrete (material assumed) patio with a fire pit, an exposed aggregate patio, a stamped concrete sidewalk and a poured concrete driveway. The subject site appears to conform with existing zoning. The title was not searched and we are assuming there are no easements or restrictions that would have an effect on this analysis (Extraordinary Assumptions and Limiting Conditions). The subject property conforms with existing residential developments in the immediate area. Current market trends indicate that Edmonton's land demand is stable.				

RESIDENTIAL APPRAISAL REPORT

REFERENCE: 101070-00001Halvorsen Fedynak & Company, Inc.FILE NO.: 30374RT

YEAR BUILT (estimated): 2015
YEAR OF ADDITIONS: N/A
EFFECTIVE AGE: 5 years
REM. ECONOMIC LIFE: 65 years

PROPERTY TYPE: Detached Single Family Dwelling
DESIGN/STYLE: Bungalow
CONSTRUCTION: Wood Frame
WINDOWS: Metal Clad, PVC Picture & Casement
BASEMENT: Full
ESTIMATED BASEMENT AREA: 0 Sq. Ft. 100 Sq. M.
ESTIMATED BASEMENT FINISH: 100 %
FOUNDATION WALLS: Poured Concrete

ROOFING: Asphalt Shingles
Condition: Good Average Fair Poor
Assumed
EXTERIOR FINISH: Acrylic Stucco and Cultured Stone
Condition: Good Average Fair Poor

BEDROOMS(#)
1 Large
3 Average
Small
1
Reported and Assumed

BATHROOMS(#)
1 2-piece X Good
1 3-piece Average
1 4-piece Fair
1 5-piece Poor

INTERIOR FINISH
Walls
Ceilings
Drywall X
Plaster
Paneling

CLOSET: Good Average Fair Poor/None
INSULATION: Ceiling Walls Basement Crawl Space
Info Source: Assuming typical, not inspected
PLUMBING LINES: Copper, Pex, ABS
Info Source: Assumed
FLOOR PLAN: Good Average Fair Poor
BUILT-IN/EXTRA: Stove Oven Dishwasher Garburator
Vacuum Security System Fireplace Skylight Solarium
HR Ventilator Central Air Air Cleaner Sauna Jetted Tub
Garage Opener Swimming Pool Control4, Sound System (All
Reported and Assumed

FLOORING: Engineered Hardwood and Porcelain Tile (Reported)
ELECTRICAL: Fuses Breakers
ESTIMATED RATED CAPACITY OF MAIN PANEL: 100 (Assumed) amps
HEATING SYSTEM: Forced Air / In-Floor Fuel type: Natural Gas
WATER HEATER: Type: Natural Gas - 75 Gallon (Assumed)
OVERALL INT. COND: Good Average Fair Poor

ROOM ALLOCATION

LEVEL:	ENTRANCE	LIVING	DINING	KITCHEN	FAMILY	BEDROOMS	DEN	FULL BATH	PART BATH	LAUNDRY	Utility	ROOM TOTAL	AREA
MAIN	x	1	1	1		3		2	1	1		6	
SECOND													
THIRD													
ABOVE GRADE TOTALS													
BASEMENT													

UNIT OF MEASUREMENT: Sq. Ft. Sq. M.
SOURCE OF MEASUREMENT: Assessment/MLS

BASEMENT FINISH: See Attached Addendum

GARAGES/CARPORT/PARKING FACILITIES: Two Car Detached; oversized, finished, heated, has a polyaspartic polyurea floor coating and an overhead door opening system installed.

SITE IMPROVEMENTS (INCLUDING DECKS, PATIOS, OUTBUILDINGS, LANDSCAPING, etc): There is a fully covered, walk-off composite board deck at the back of the residence complete with a built-in BBQ center finished with cultured stone. There is also an exposed aggregate patio as well as a covered stamped concrete (material is assumed) patio with a fire pit at the back of the site.

COMMENTS: Detrimental Conditions Observed Incomplete Construction (see comments)
See Attached Addendum

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Halvorsen Fedynak & Company, Inc.

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RESIDENTIAL APPRAISAL REPORT

REFERENCE: 101070-00001Halvorsen Fedynak & Company, Inc.FILE NO.: 30374RT

HIGHEST AND BEST USE

LAND VALUE AS IF VACANT: ☒ N/A \$ 720,000SOURCE OF DATA: Developers/Vacant Land SalesComment: N/A

EXISTING USE: As Improved

HIGHEST AND BEST USE OF THE LAND AS IF VACANT: ☒ Residential☐ Other

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED: ☒ Existing Residential Use☐ Other

ANALYSES AND COMMENTS: The zoning, economic and market trends, expectation of surrounding community, financial feasibility and physical attributes have been considered. It is concluded that the highest and best use of this site as if vacant is the construction of a detached or semi-detached single family dwelling.

DIRECT COMPARISON APPROACH

SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		Description	\$ Adjustment	Description	\$ Adjustment	Description	\$ Adjustment
14025 - 106A Avenue NW Edmonton, AB		10224 - 130 Street NW Edmonton, AB		14004 - 91A Avenue NW Edmonton, AB		13720 - 101A Avenue NW Edmonton, AB	
DATA SOURCE		MLS		MLS		MLS	
DATE OF SALE	N/A	June 29, 2022		April 22, 2022		July 7, 2021	
SALE PRICE	\$ N/A	\$ 1,600,000		\$ 1,568,900		\$ 1,760,000	
DAYS ON MARKET	N/A	29		14		110	
MLS #	N/A	E4296871		E4286380		E4233644	
LOCATION		Superior		Superior		Superior	
SITE DIMENSIONS/LOT SIZE		1008 Sq.M.		724 Sq.M.		1004 Sq.M.	
BUILDING TYPE		Det. Single Family		Det. Single Family		Det. Single Family	
DESIGN/STYLE		Bungalow		Bungalow		Bungalow	
AGE/CONDITION		7 Yrs. : Good		72/18(Maj)Y : VGood		11 Yrs. : VGood	
LIVABLE FLOOR AREA		228 Sq.M.		184 Sq.M.		214 Sq.M.	
ROOM COUNT		Total Rooms : 6Bdrms : 3		Total Rooms : 5Bdrms : 1		Total Rooms : 5Bdrms : 1	
BATHROOMS		2F 1H		1F 1H		2F 0H	
BASEMENT		Full/Develop(VL)		Partial/Develop(S)		Full/Developed(L)	
PARKING FACILITIES		2CarDet/O/F/H/P		2CarDet/O/F/H/P		2CarAtt/O(VL)/F/H/P/B	
Upgrades		Inferior		Inferior		Inferior	
Extras		Inferior		Inferior		Inferior	
Site Infl.		Superior		Inferior		Inferior	
Community		Glenora (North)		Parkview		Glenora (South)	
ADJUSTMENTS (Gross%, Net%, Dollar)		16.3 % 3.8 % \$ 60,000		15.6 % 9.8 % \$ 153,500		19.3 % 1.9 % \$ 34,000	
ADJUSTED VALUES		\$ 1,660,000		\$ 1,722,400		\$ 1,794,000	
ANALYSES AND COMMENTS:							
The comparables, once adjusted, are good indicators of market value for the subject property. All three comparables are the best suited, MLS reported sales of larger and newer executive bungalows located in higher land value areas in the greater subject area of west central Edmonton in the previous eighteen months. Comparable 1 has a superior ravine backing site influence. All three comparables are located in superior land value locations relative to the immediate subject area and are adjusted accordingly. The locations, site influences and lot sizes are adjusted in one aggregate adjustment under "Location" consistent with estimated land/lot value differences between the subject site and those of the three comparables.							
****Important: There has been a recent supply shortage of available detached bungalows in the subject neighborhood, greater subject area and in similarly valued neighborhoods in the City of Edmonton resulting in upward market force pressures and increasing market pricing trends. As the duration of the impact of the limited inventory on the market values of homes located in the subject neighborhood and greater subject area are not known, extreme caution should be exercised when interpreting the market data in the subject neighborhood and the estimated market value of the subject property to any period beyond the effective date of the subject appraisal (see Extraordinary Assumptions and Limiting Conditions). Sales data was from the Edmonton multiple listing service or local builders and is believed to be correct.							
ESTIMATED VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ 1,725,000 See Extraordinary Assumptions and Limiting Conditions							

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Halvorsen Fedynak & Company, Inc.

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RESIDENTIAL APPRAISAL REPORT

REFERENCE: 101070-00001Halvorsen Fedynak & Company, Inc.FILE NO.: 30374RT

SALES HISTORY	SUBJECT SOLD WITHIN 3 YEARS OF EFFECTIVE DATE: ☐ YES ☒ NO
	ANALYSES OF SALE TRANSFER HISTORY: (minimum of three years) This property has not transferred title within the past three years.
EXPOSURE TIME	SUBJECT LISTED WITHIN 1 YEAR OF EFFECTIVE DATE: ☐ YES ☒ NO
	SUBJECT CURRENTLY LISTED: ☐ YES ☒ NO
RECONCILIATION AND FINAL VALUE	ANALYSES OF AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) The subject property was listed October 2018 at a reported \$1,799,000 and the list price was subsequently reduced in January 2019 to a reported \$1,699,900 and the listing was terminated in March 2019 without a recorded sale. There have not been any other recorded MLS listings (or sales) within the last 36 months, per the MLS records.
	ANALYSES OF REASONABLE EXPOSURE TIME: Considering the current market conditions the exposure time for this type of property is 30 to 150 days prior and up to the effective date of this appraisal.
DEFINITIONS	RECONCILIATION AND FINAL ESTIMATE OF VALUE: Market value is the most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. The Comparison Approach is most relied upon in determining market value. We have reviewed and analyzed the comparable properties to determine a final estimate of market value for the subject property to be \$1,725,000 (see Extraordinary Assumptions and Limiting Conditions).
	UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT August 8, 2022 (Effective Date of the Appraisal) IS ESTIMATED AT \$ 1,725,000 COMPLETED ON August 9, 2022 (Date of Report) AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT.
SCOPE	DEFINITION OF MARKET VALUE: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (Appraisal of Real Estate, Third Canadian Edition 2010) Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
	DEFINITION OF MARKET RENT (if applicable): The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (International Valuation Standards 2017) DEFINITION OF HIGHEST AND BEST USE: The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, maximally productive and that results in the highest value. (CUSPAP 2018) The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analyses to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analyses, describe relevant procedures and reasoning details supporting the analyses, and provide the reason for the exclusion of any usual valuation procedures. The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report. The specific tasks and items necessary to complete this assignment include a summary of the following: 1. assembly and analyses of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal; 2. a site visit and observation of the subject property and the surrounding area; 3. assembly and analyses of pertinent economic and market data; 4. an analyses of land use controls pertaining to the subject property; 5. an analyses of Highest and Best Use, or most probable use; 6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value; 7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and 8. reconciliation of the collected data into an estimate of the market value or the market value range as at the effective date of the appraisal. All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format. Other: See Attached Addendum

RESIDENTIAL APPRAISAL REPORT

REFERENCE: 101070-00001

Halvorsen Fedynak & Company, Inc.

FILE NO.: 30374RT

ASSUMPTIONS, LIMITING CONDITIONS, DISCLAIMERS AND LIMITATIONS OF LIABILITY

- The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:
1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized use or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
 2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
 3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
 4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
 5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
 6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.
 7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject property or of/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
 8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.
 9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.
 10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.
 11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction/workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.
 12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.
 13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.
 14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
 15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.
 16. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright.
 17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

CERTIFICATION

- I certify that, to the best of my knowledge and belief that:
1. The statements of fact contained in this report are true and correct;
 2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
 3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
 5. My engagement in and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
 6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
 7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
 8. ☒ No one has provided professional assistance to the members(s) signing this report;
☐ The following individual provided the following professional assistance:
 9. As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada (AIC)'s Continuing Professional Development Program;
 10. The undersigned is a member/are all members in good standing of the Appraisal Institute of Canada. Where applicable this report is co-signed in compliance with CUSPAP. Where a report bears two signatures, both the signing appraiser and co-signing appraiser assume full responsibility for this report.

PROPERTY IDENTIFICATION

ADDRESS: 14025 - 106A Avenue NW CITY: Edmonton PROVINCE: AB POSTAL CODE: T5N 1E2
LEGAL DESCRIPTION: Plan 4677HW Block 67A Lot 6

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,

AS AT August 8, 2022 (Effective date of the appraisal) IS ESTIMATED AT \$ 1,725,000 ☒ As is ☐ As if Complete

AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO CERTAIN ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT

APPRAISER

SIGNATURE: 
NAME: Ray Trainberg, CRA, P.App
AIC DESIGNATION/STATUS: ☐ Candidate Member ☒ CRA,P.App ☐ AACI,P.App Membership # 902851
DATE OF REPORT/DATE SIGNED: 08/9/2022
PERSONALLY INSPECTED THE SUBJECT PROPERTY: ☒ YES ☐ NO
DATE OF INSPECTION: August 8, 2022 (External Street Only)
LICENSE INFO: (where applicable) Appraisal Institute of Canada

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

SOURCE OF DIGITAL SIGNATURE SECURITY: Ray Trainberg - Password Protected Digital Signature

ATTACHMENTS AND ADDENDA: ☐ ADDITIONAL SALES ☒ EXTRAORDINARY ASSUMPTIONS/LIMITING CONDITIONS ☒ NARRATIVE ☒ PHOTOGRAPHS ☐ BUILDING SKETCH ☐ PROGRESS INSPECTION
☒ MAPS ☒ COST APPROACH ☐ INCOME APPROACH ☐ MARKET RENT ☒ SCOPE OF WORK ☐ LIMITED USES/LIMITED DETRIMENTAL CONDITIONS ☒ Env. Addend.

CO-SIGNING AIC APPRAISER (if applicable)

SIGNATURE: _____
NAME: _____
AIC DESIGNATION/STATUS: ☐ CRA,P.App ☐ AACI,P.App Membership # _____
DATE OF REPORT/DATE SIGNED: _____
PERSONALLY INSPECTED THE SUBJECT PROPERTY: ☐ YES ☐ NO
DATE OF INSPECTION: _____
LICENSE INFO: (where applicable) _____

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- 1) All factors affecting value have been taken into consideration and that all statements and information in the report are true and correct and no significant information has knowingly been withheld.
- 2) The reported analysis, opinions and conclusions are limited only by the assumptions and limiting conditions contained herein, and are my personal, unbiased professional analysis, opinions, and conclusions. All the limiting conditions, whether imposed by the terms of the assignment or the appraiser are identified in the report.
- 3) I have no past, present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the parties involved.
- 4) The opinion of value stated within this report does not result from a requirement to report a predetermined value or direction in value that favours the cause of the client or any related party, the attainment of a specific result, or the occurrence of a subsequent event in order to receive the compensation and/or employment for performing the appraisal.
- 5) The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice.
- 6) The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute of Canada. The regulatory committees of the Appraisal Institute of Canada have the right to review this report.
- 7) The exterior only of the subject improvements and site, that are the subject of this report were personally inspected on the date shown in this report.
- 8) The reported analysis, opinions and conclusions were personally prepared. If there was reliance on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, such individual(s) have been named herein, including the disclosure of specific tasks performed by them.
- 9) No authorization has been given to anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, no responsibility for such changes is assumed.

It is our conclusion that the market value, as defined herein, of the subject property as at August 8, 2022 is the sum of:

ONE MILLION SEVEN HUNDRED & TWENTY-FIVE THOUSAND
(\$1,725,000) DOLLARS

It is our conclusion that the forced sale value with terms, as defined herein, of the subject property as at August 8, 2022 is the sum of:

ONE MILLION SIX HUNDRED & FORTY THOUSAND (\$1,640,000)
DOLLARS

It is our conclusion that the forced sale value with cash, as defined herein, of the subject property as at August 8, 2022 is the sum of:

ONE MILLION FIVE HUNDRED & FIFTY THOUSAND (\$1,550,000)
DOLLARS

APPRAISER



Ray Trainberg, CRA, P.App

Date Signed: August 9, 2022

EXTRAORDINARY ITEMS ADDENDUM

REFERENCE: 101070-00001

Halvorsen Fedynak & Company, Inc.

FILE NO.: 30374RT

CLIENT	CLIENT:	DLA Piper (Canada) LLP	APPRAISER	AIC MEMBER:	Ray Trainberg, CRA, P.App	 Appraisal Institute of Canada
	ATTENTION:	Jerritt R. Pawlyk		COMPANY:	Halvorsen Fedynak and Company, Inc.	
	ADDRESS:	Suite 2700, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4		ADDRESS:	201, 6650 - 177 Street Edmonton, AB T5T 4J5	
	E-MAIL:	jennifer.inkster@ca.dlapiper.com		E-MAIL:	ray@fedynak.ca	
	PHONE:	780-637-4517 OTHER: 780-702-4352		PHONE:	780-483-5250 OTHER: N/A	

EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS

See Attached Addendum

HYPOTHETICAL CONDITIONS

N/A

JURISDICTIONAL EXCEPTION

N/A

COST APPROACH ADDENDUM

REFERENCE: 101070-00001

Halvorsen Fedynak & Company, Inc.

FILE NO.: 30374RT

CLIENT	CLIENT:	DLA Piper (Canada) LLP	APPRAISER	AIC MEMBER:	Ray Trainberg, CRA, P.App	 Appraisal Institute of Canada
	ATTENTION:	Jerritt R. Pawlyk		COMPANY:	Halvorsen Fedynak and Company, Inc.	
	ADDRESS:	Suite 2700, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4		ADDRESS:	201, 6650 - 177 Street Edmonton, AB T5T 4J5	
	E-MAIL:	jennifer.inkster@ca.dlapiper.com		E-MAIL:	ray@fedynak.ca	
	PHONE:	780-637-4517 OTHER: 780-702-4352		PHONE:	780-483-5250 OTHER: N/A	

PROPERTY ADDRESS: 14025 - 106A Avenue NW

LAND VALUE SOURCE OF DATA Developers / Vacant Land Sales \$ 720,000

SOURCE OF COST DATA: ☐ MANUAL ☒ CONTRACTOR ☐

BUILDING COST: ☐ Sq. Ft. ☒ Sq. M.

			ESTIMATED COST NEW	DEPRECIATED COST
Livable floor Area (above grade)	228	@ \$ 3,750.00	\$ 855,000	
Basement Developed		@ \$		\$ 110,000
Garages/Carports 2CarDetached/Ov/Fn/Ht/Pp(UE)		@ \$		\$ 42,000
		@ \$		\$
		@ \$		\$
		@ \$		\$
OTHER EXTRAS INCLUDING SITE IMPROVEMENTS, LANDSCAPING, ETC Site Improvements			\$	\$ 74,000
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL REPLACEMENT COST			\$ 855,000	
ACCRUED DEPRECIATION:		7.0 %	\$ 59,850	\$ 795,150
DEPRECIATED VALUE OF THE IMPROVEMENTS				\$ 1,021,150
				\$ 1,741,150
ESTIMATED VALUE BY THE COST APPROACH (rounded)				\$ 1,741,000

NOTE: Unless otherwise noted the construction cost estimates contained herein were not prepared for insurance purposes and are invalid for that use. The Cost Approach is not applicable when appraising individual strata/condominium type dwelling units

ANALYSES/COMMENTS: Important: The above estimated land value and estimated improvement costs reflect the very recent inflation witnessed in the City of Edmonton. As the expected duration of the inflationary pressures are not known, extreme caution should be exercised when interpreting the cost analysis data in the subject neighborhood and the estimated value by the cost approach of the subject property to any period beyond the effective date of the subject appraisal (see Extraordinary Assumptions and Limiting Conditions).

The cost approach is typically not used on existing improved properties for it determines a "value in use" and not "market value". It is more commonly used in new construction. When used on existing properties it is based as an ESTIMATE ONLY and does not support the market value. Therefore, on existing dwellings, the cost approach will not be relied upon or considered in the current market analysis. Cost estimates are not valid for insurance or legal purposes.

ADDENDUM

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Province: AB
Lender: DLA Piper (Canada) LLP	Postal Code: T5N 1E2

Neighbourhood Summary Comments

The subject property is located in Glenora, an established residential neighborhood in west central Edmonton, and is considered a highly desirable area, noted for higher land and property values. The subject neighborhood is built up with average to very good quality single and multi-family residences and the subject conforms well. The subject site fronts a green island space centering the subject crescent. The neighborhood has all the amenities a typical purchaser would be seeking and there were no adverse influences noted in the immediate area that would effect the subject property. In the greater Edmonton area, residential property values have been declining over the past two years and the value trends now appear to be stabilizing and are expected to remain stable over the next several months.**

****Important: There has been a recent supply shortage of available detached bungalows in the subject neighborhood, greater subject area and in similarly valued neighborhoods in the City of Edmonton resulting in upward market force pressures and increasing market pricing trends. As the duration of the impact of the limited inventory on the market values of homes located in the subject neighborhood and greater subject area are not known, extreme caution should be exercised when interpreting the market data in the subject neighborhood and the estimated market value of the subject property to any period beyond the effective date of the subject appraisal (see Extraordinary Assumptions and Limiting Conditions).

Basement Finished, Utility

As can be determined (and assumed) by an MLS listing (E4133479), the near to nine foot, floor to ceiling height basement is reportedly fully developed and is assumed to be original in design and materials including painted drywall finished walls, california knockdown finished drywall ceilings, and engineered hardwood as well as porcelain tile finished flooring (reported and assumed). The basement is reported to have a family room complete with a larger wet bar with upgraded cabinets and quartz countertops and an ethanol fireplace, three bedrooms, and a three piece bathroom (assumed to have a similar quality of cabinets, countertops and plumbing fixtures as the main bathroom). The basement level is also reported to have in-floor heating throughout.

Improvements Comments

As can be determined (and assumed) by an MLS listing (E4133479), the subject residence is a newer and larger bungalow located in an established neighborhood in west central Edmonton. As can be gleaned from the street inspection (suggests the property is in good condition) and with the limited MLS listing history, the subject residence is assumed to have the original and largely upgraded designs, features and fixtures including; an upgraded acrylic stucco (large majority), upgraded cultured stone and upgraded long board siding finished exterior; modest to moderately upgraded asphalt shingles; upgraded metal clad, triple glaze, PVC picture and upgraded casement windows throughout (a majority are oversized); a high efficiency (assumed) furnace, a high efficient hot water tank (assumed); a ten foot, floor to ceiling height throughout the main level extending to higher vaults in the living room, kitchen, dining room, master bedroom and master bedroom ensuite; six skylights over the main level common areas; a california knockdown ceiling finish throughout the main level; upgraded kitchen (complete with drawer edge lighting), dining room, laundry room, main entry, and main level bathroom (all floating) cabinets (reported and assumed and all assumed to have soft close hardware), all with quartz or granite countertops; engineered hardwood and porcelain tile (ensuite is upgraded) flooring throughout the main level (reported and assumed); builder's grade, modestly and modest to moderately upgraded lighting fixtures throughout (assumed); builder's grade, modestly, modest to moderately, moderately and moderate to substantially upgraded plumbing fixtures throughout the main level (assumed); an oversized 10ml frameless glass ensuite shower finished with a ceramic tile surround; built-in upgraded overhead and lower cabinets in the the living room finished with mosaic tile (material assumed) in between; a double ethanol fireplace on the main level; and an upgraded cultured stone feature wall at the main entry and an upgraded partial composite (material assumed) panel feature wall in the master bedroom; wood plank open riser stairs to the basement level complete with upgraded metal railing and web spindles; in-ceiling speakers in the living room, kitchen, dining room and master bedroom; a Control4 home automation system; upgraded solid core (assumed) passage and full swing closet doors throughout (partially assumed), all upgraded to eight foot on the main level; upgraded deck doors; modest to moderately upgraded trim and baseboards throughout; and upgraded built-in stainless steel kitchen appliances. The balance of the interior finishings were not reported, visible or disclosed and any improvements or updated designs, features and fixtures not reported, visible or disclosed are assumed to be absent or original and in good condition, where present, unless otherwise noted. Overall, the subject property appears to be and is assumed to be in good condition (see Extraordinary Assumptions and Limiting Conditions).

Additional Scope of Appraisal Items

9. The subject property was inspected internally and externally unless otherwise noted. The sales data collected was from the Edmonton Real Estate Board's Multiple Listing Service or local builders, analyzed and adjusted to the subject property. The

ADDENDUM

Borrower:		File No.: 30374RT	
Property Address: 14025 - 106A Avenue NW		Case No.: 101070-00001	
City: Edmonton	Province: AB	Postal Code: T5N 1E2	
Lender: DLA Piper (Canada) LLP			

comparables chosen were considered most similar to the subject at the date of appraisal. In the cost approach (if applicable), replacement costs were obtained from local builders and to arrive at the land value sales data from other comparable vacant sites were found. For this type of property the income approach was not used. The legal description, land size, zoning and age was obtained from online tax data or from the local assessment department.

10. The Appraisal File situated here in our office files is deemed to be the true file version of this report.

11. Please be advised that I am a member in good standing with the Appraisal Institute of Canada and have fulfilled the requirements of the Appraisal Institute of Canada Continuing Professional Development program for members.

Extraordinary Assumptions and Limiting Conditions

1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.

2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).

3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.

4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.

5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.

6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.

7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) off/on the subject property or off/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental

ADDENDUM

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Province: AB Postal Code: T5N 1E2
Lender: DLA Piper (Canada) LLP	

environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.

9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.

10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.

11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.

12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.

13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.

14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.

16. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright.

17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

Additionally:

18. The Client has specifically requested an external inspection only. The Client and Intended User understands that no interior inspection of the subject property has been performed. The Client and Intended Users are aware that, as the degree of departure from a full interior inspection increases, there is a corresponding decrease in the level of reliability of this report, resulting in a higher level of risk assumed by the user of the report. Due to the limitations in this report, it is not intended for use by third parties and liability to any users other than those specifically identified in this report is expressly denied. All parties acknowledge and accept that a full interior inspection of the subject property and/or a more in-depth investigation could result in a different conclusion.

19. A street inspection only was conducted on the inspection date noted on this report. The physical characteristics used to

ADDENDUM

Borrower:		File No.: 30374RT
Property Address: 14025 - 106A Avenue NW		Case No.: 101070-00001
City: Edmonton	Province: AB	Postal Code: T5N 1E2
Lender: DLA Piper (Canada) LLP		

develop this appraisal are based on a street inspection, MLS listings and assessment records and are believed to be accurate. Any improvements or updated designs, features and fixtures not reported, visible or disclosed are assumed to be absent or original and in good condition, where present, unless otherwise noted. A subsequent physical inspection of the interior of the subject property could result in a different conclusion of market value as determined by the Sales Comparison (and Cost Approach, if applicable) analysis. Based upon the condition of the exterior of the subject property, the condition of the subject property is assumed to be of good repair and maintenance unless otherwise noted in the report.

20. There has been a recent supply shortage of available detached bungalows in the subject neighborhood, greater subject area and in similarly valued neighborhoods in the City of Edmonton resulting in upward market force pressures and increasing market pricing trends. As the duration of the impact of the limited inventory on the market values of homes located in the subject neighborhood and greater subject area are not known, extreme caution should be exercised when interpreting the market data in the subject neighborhood and the estimated market value of the subject property to any period beyond the effective date of the subject appraisal.

21. The estimated land value and estimated improvement costs in the Cost Approach reflect the very recent inflation witnessed in the City of Edmonton. As the expected duration of the inflationary pressures are not known, extreme caution should be exercised when interpreting the cost analysis data in the subject neighborhood and the estimated value by the cost approach of the subject property to any period beyond the effective date of the subject appraisal.

Client Reference No.: 101070-00001

File No.: 30374RT

CLIENT: DLA Piper (Canada) LLP		ADDRESS OF PROPERTY
		14025 - 106A Avenue NW
ADDRESS: Suite 2700, 10220 - 103 Avenue NW		CITY Edmonton
Edmonton, AB T5J 0K4		PROVINCE AB POSTAL CODE T5N 1E2
TEL: (780) 637-4517		

ENVIRONMENTAL ADDENDUM

Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighboring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP	



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: August 8, 2022
Appraised Value: \$ 1,725,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP	



COMPARABLE SALE #1

10224 - 130 Street NW
Edmonton, AB
Sale Date: June 29, 2022
Sale Price: \$ 1,600,000



COMPARABLE SALE #2

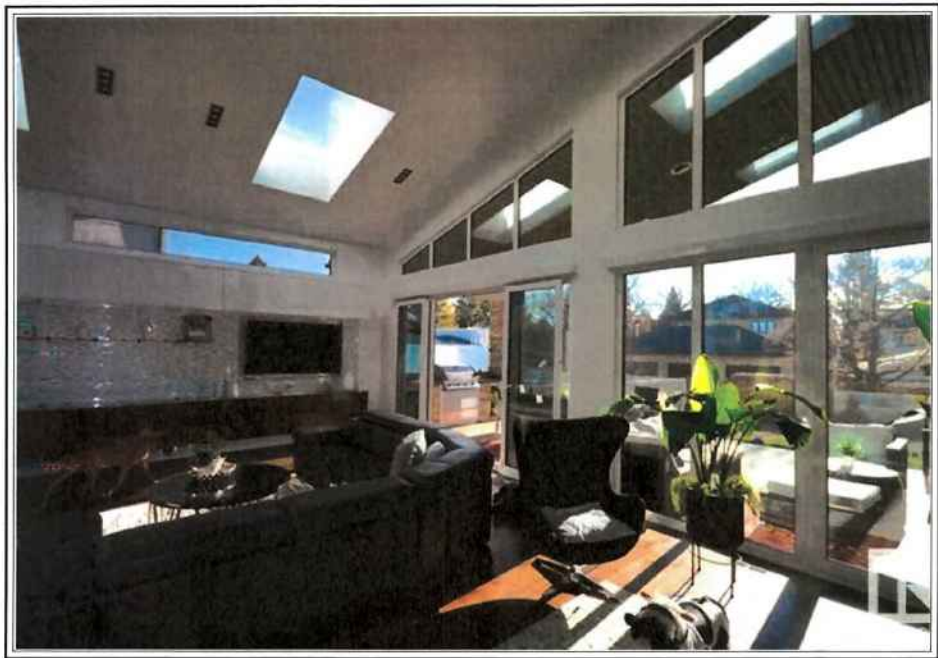
14004 - 91A Avenue NW
Edmonton, AB
Sale Date: April 22, 2022
Sale Price: \$ 1,568,900



COMPARABLE SALE #3

13720 - 101A Avenue NW
Edmonton, AB
Sale Date: July 7, 2021
Sale Price: \$ 1,760,000

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP	



Living Room
(As reported in Oct. 2018 MLS Listing)

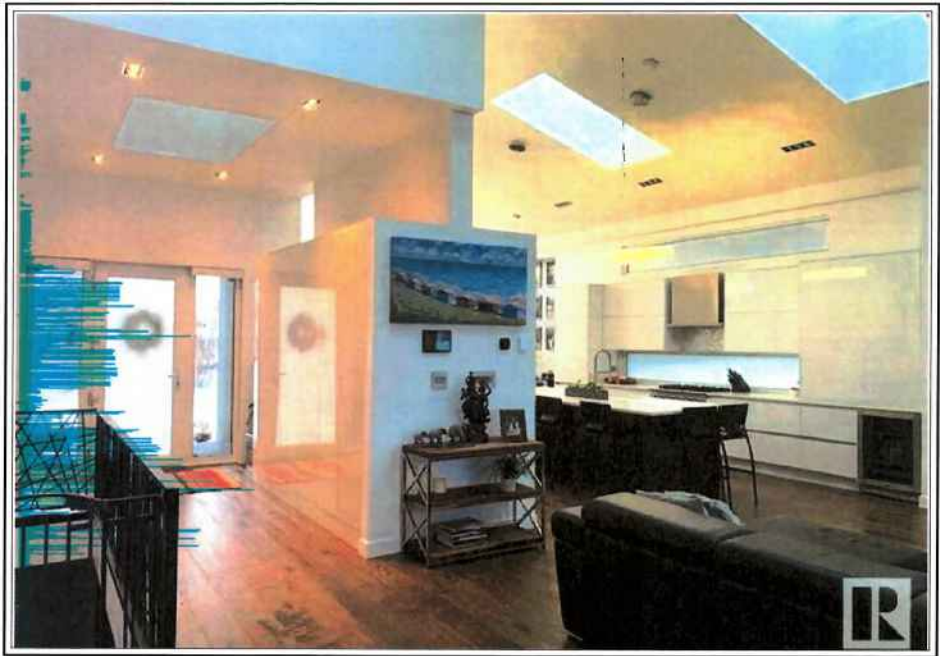


Kitchen
(As reported in Oct. 2018 MLS Listing)

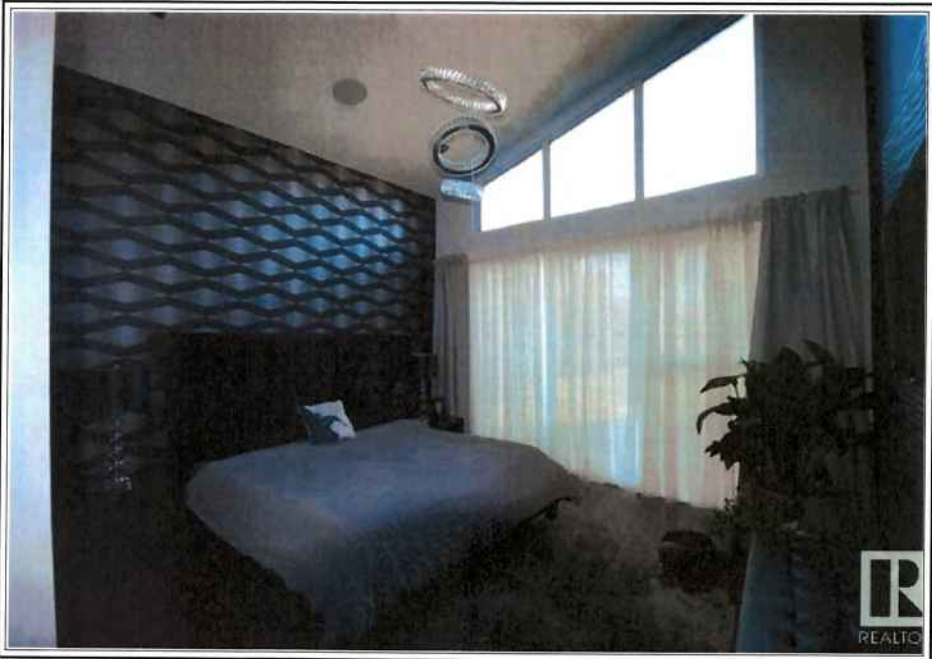


Dining Room
(As reported in Oct. 2018 MLS Listing)

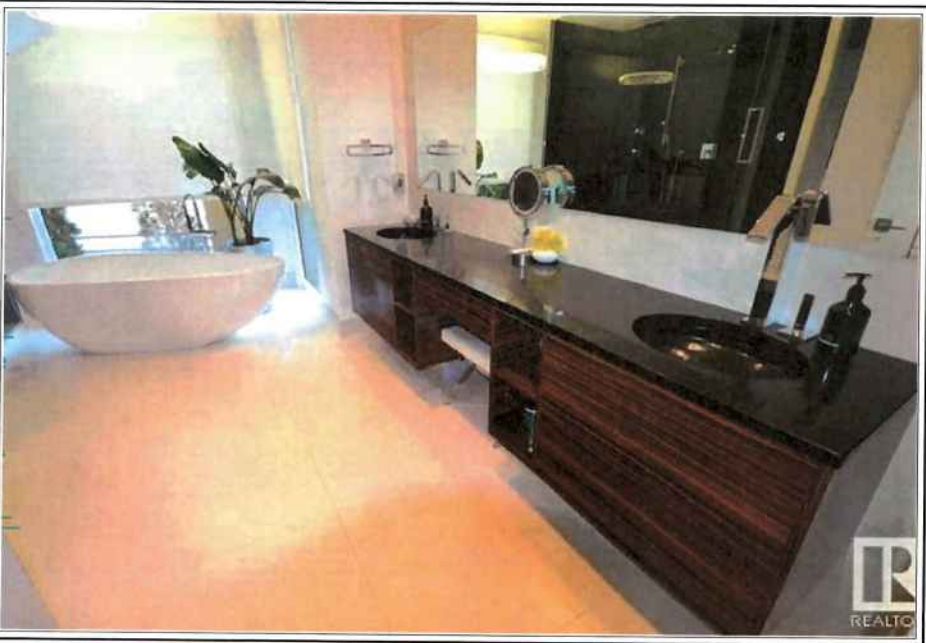
Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB
Lender: DLA Piper (Canada) LLP	P.C.: T5N 1E2



Main Entry
(As reported in Oct. 2018 MLS Listing)



Master Bedroom
(As reported in Oct. 2018 MLS Listing)

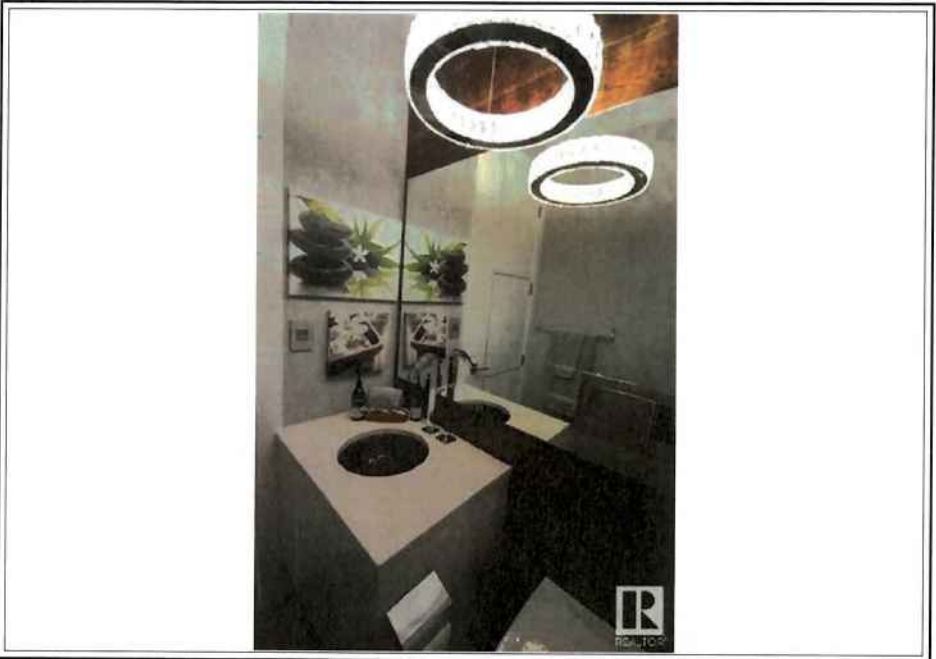


Master Bedroom Ensuite
(As reported in Oct. 2018 MLS Listing)

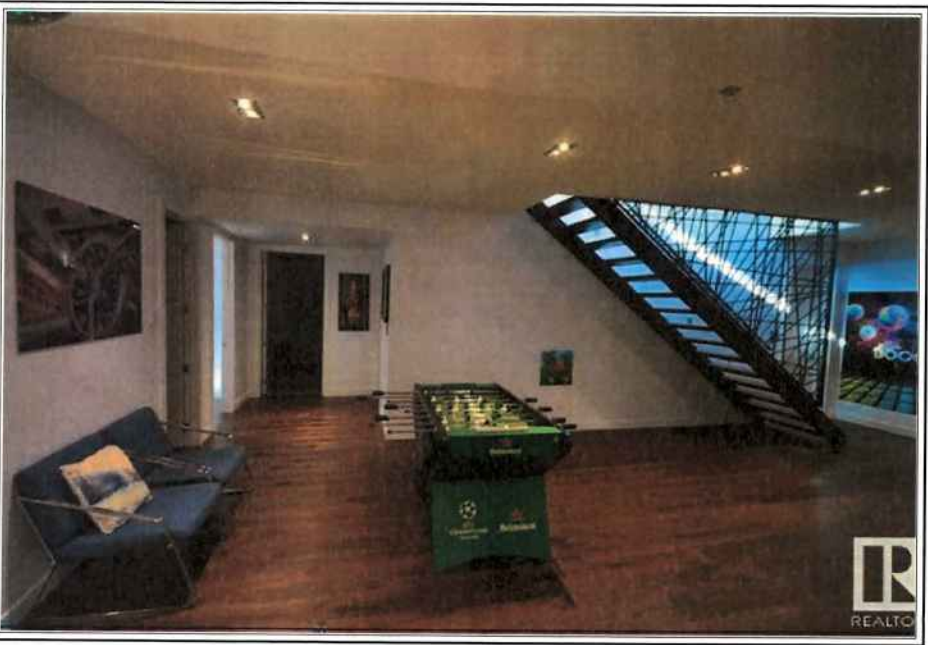
Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP	



Bedroom
(As reported in Oct. 2018 MLS Listing)

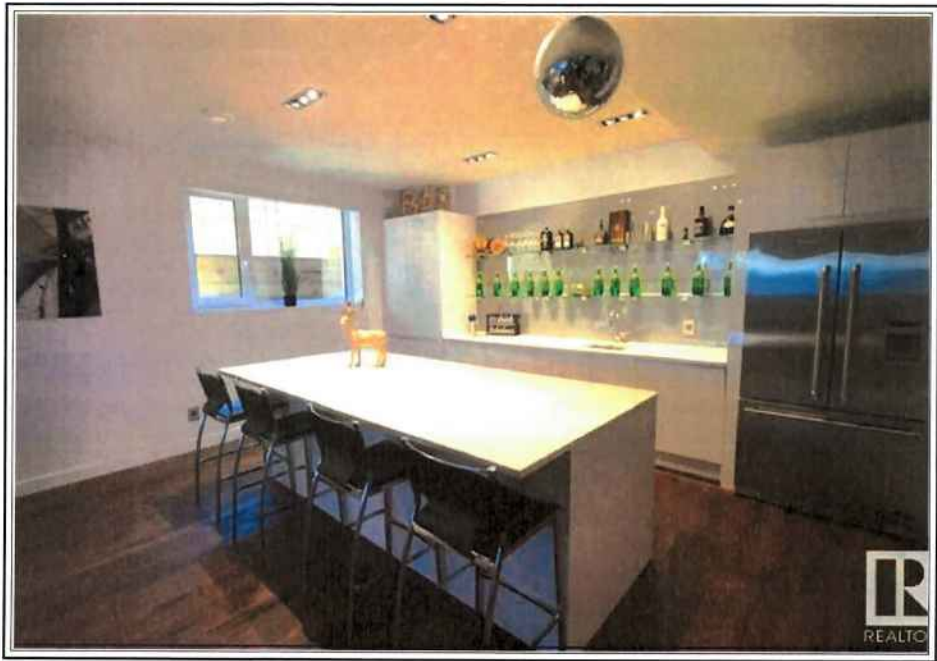


Part Bathroom
(As reported in Oct. 2018 MLS Listing)

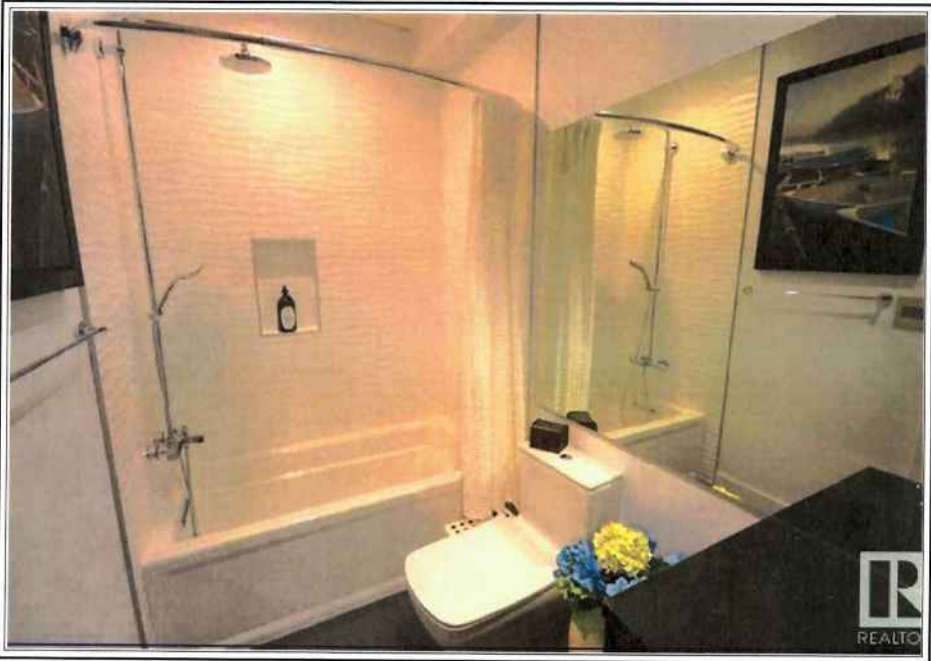


Family Room
(As reported in Oct. 2018 MLS Listing)

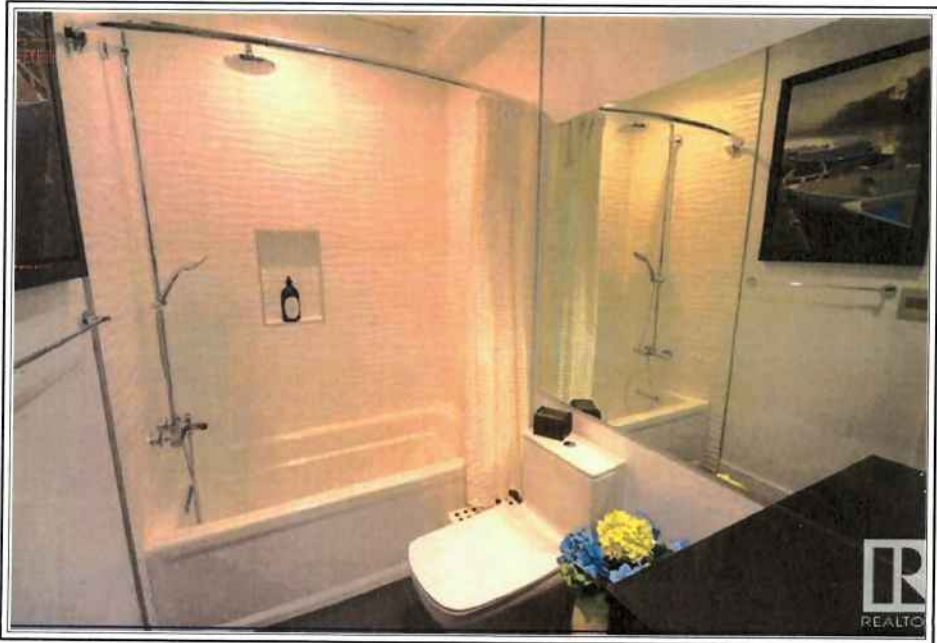
Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB
Lender: DLA Piper (Canada) LLP	P.C.: T5N 1E2



Family Room Wet Bar
(As reported in Oct. 2018 MLS Listing)

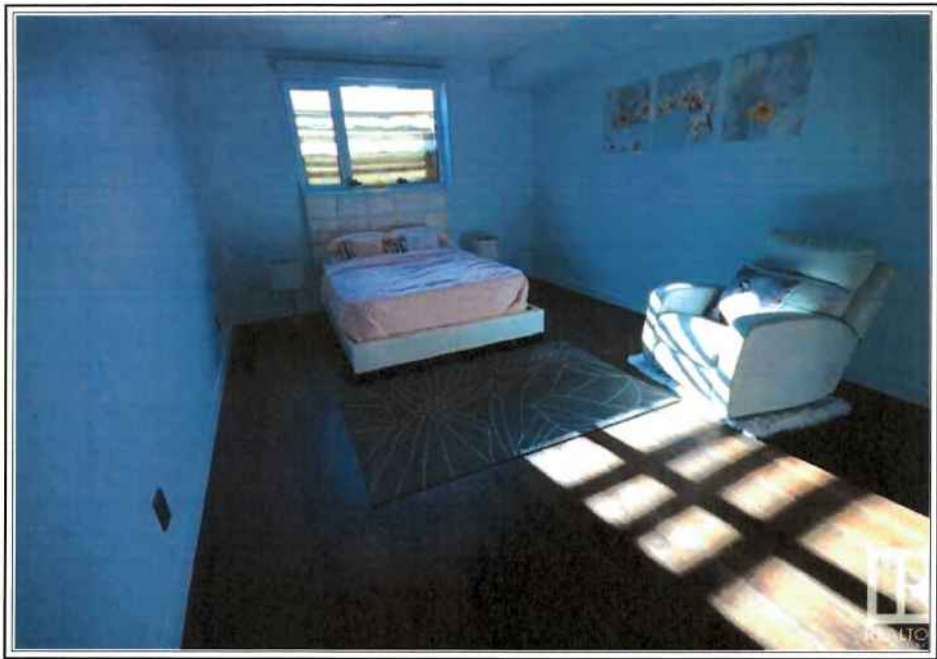


Bathroom
(As reported in Oct. 2018 MLS Listing)



Bedroom
(As reported in Oct. 2018 MLS Listing)

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB
Lender: DLA Piper (Canada) LLP	P.C.: T5N 1E2



Bedroom
(As reported in Oct. 2018 MLS Listing)



Covered Deck
(As reported in Oct. 2018 MLS Listing)



Rear Exterior Image
(As reported in Oct. 2018 MLS Listing)

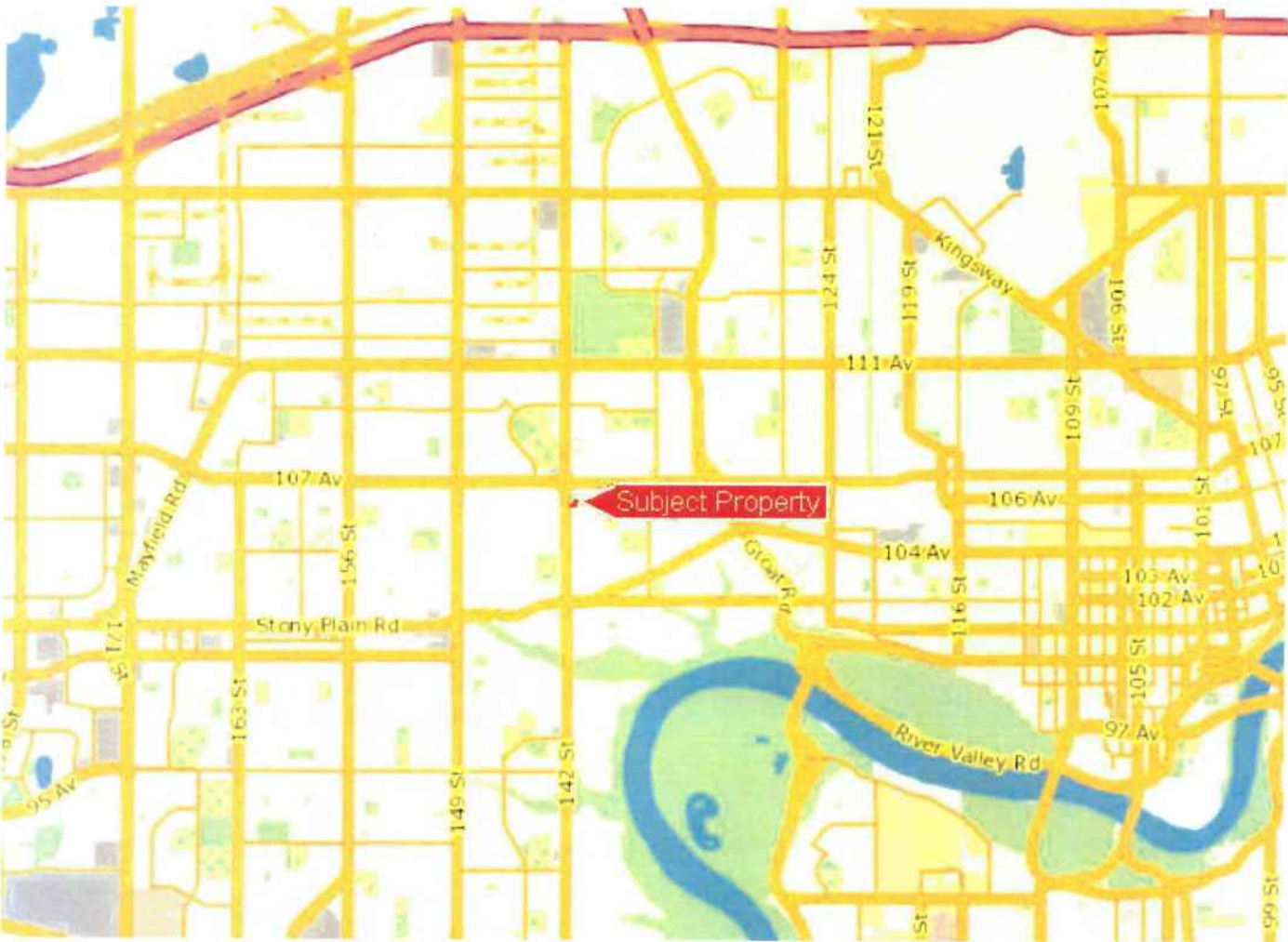
PLOT MAP

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB
Lender: DLA Piper (Canada) LLP	P.C.: T5N 1E2



LOCATION MAP

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB
Lender: DLA Piper (Canada) LLP	P.C.: T5N 1E2

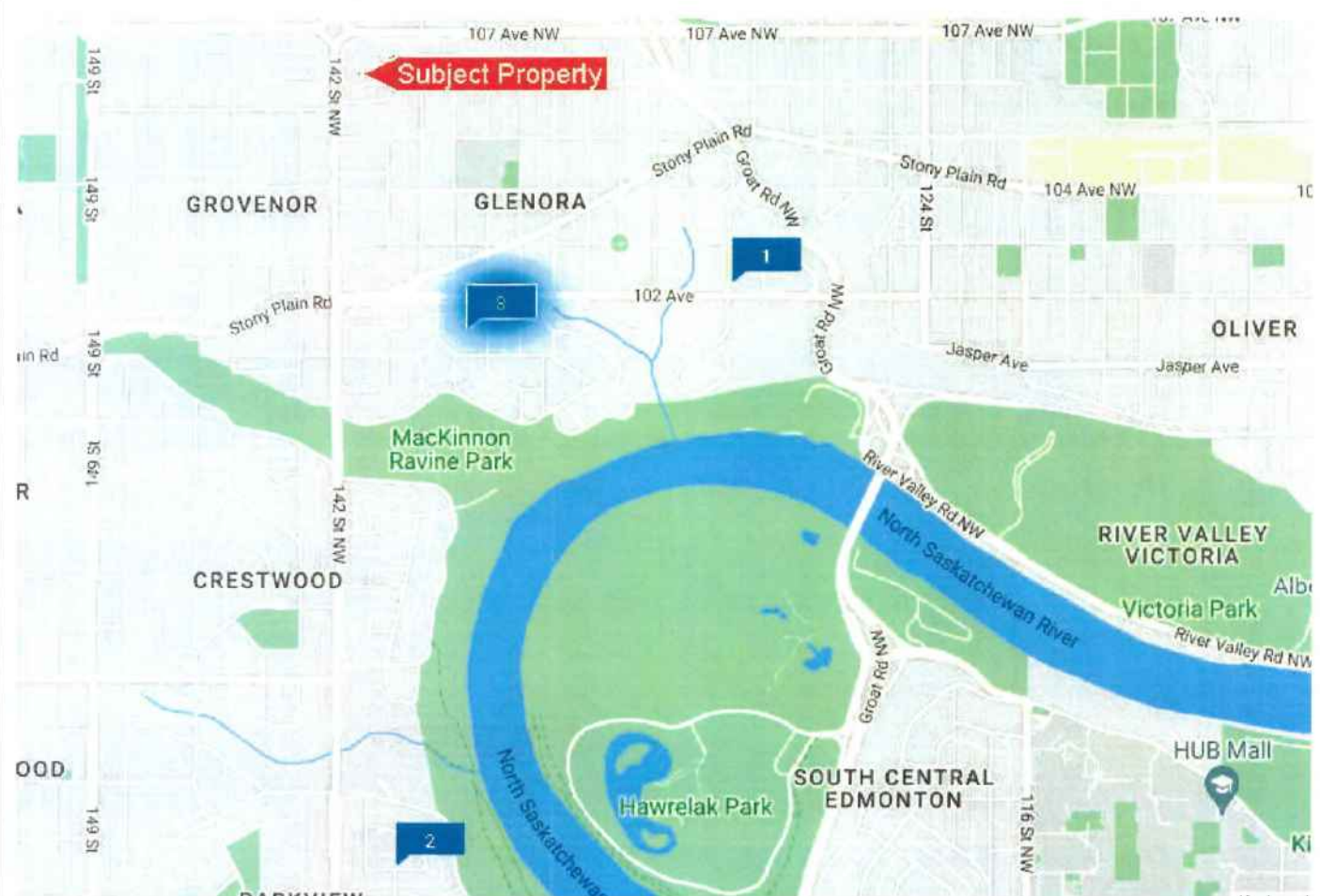


AERIAL MAP

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP	



Borrower:	File No.: 30374RT
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Borrower:		File No.: 30374RT
Property Address: 14025 - 106A Avenue NW		Case No.: 101070-00001
City: Edmonton	Prov.: AB	P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP		



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0017 434 846	4677HW;67A;6	142 341 167

LEGAL DESCRIPTION
PLAN 4677HW
BLOCK 67A
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;53;1;NW
ATS REFERENCE: 4;25;53;2;RL

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 142 268 649

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 341 167	10/10/2014	TRANSFER OF LAND	\$500,000	\$500,000

OWNERS

BARTOSZ KOSSOWSKI

AND
MALGORZATA KOSSOWSKI
BOTH OF:
14025-106A AVENUE
EDMONTON
ALBERTA T5N 1E2
AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
162 119 272	04/05/2016	MORTGAGE MORTGAGEE - CANADIAN IMPERIAL BANK OF COMMERCE. 1745 WEST 8TH AVENUE,LEVEL B1

(CONTINUED)

Borrower:	File No.: 30374RT
Property Address: 14025 - 106A Avenue NW	Case No.: 101070-00001
City: Edmonton	Prov.: AB P.C.: T5N 1E2
Lender: DLA Piper (Canada) LLP	

ENCUMBRANCES, LIENS & INTERESTS			PAGE 2
REGISTRATION			# 142 341 167
NUMBER	DATE (D/M/Y)	PARTICULARS	
		VANCOUVER	
		BRITISH COLUMBIA V6J4T3	
		ORIGINAL PRINCIPAL AMOUNT: \$700,000	
162 158 363	16/06/2016	MORTGAGE	
		MORTGAGEE - 924825 ALBERTA LTD.	
		BOX 78064	
		6655 178 STREET	
		EDMONTON	
		ALBERTA T5T6A1	
		ORIGINAL PRINCIPAL AMOUNT: \$257,500	
		(DATA UPDATED BY: TRANSFER OF MORTGAGE	
		192060113)	
182 077 852	05/04/2018	MORTGAGE	
		MORTGAGEE - NICHOLAS MELISSINOS	
		MORTGAGEE - SYLWIA MELISSINOS	
		BOTH OF:	
		C/O COMBE & KENT	
		10614-124 ST	
		EDMONTON	
		ALBERTA T5N1S3	
		ORIGINAL PRINCIPAL AMOUNT: \$117,500	
		(DATA UPDATED BY: 182082333)	
		(DATA UPDATED BY: TRANSFER OF MORTGAGE	
		202241144)	
182 262 353	19/10/2018	WRIT	
		CREDITOR - NULOOK BUILDERS INC.	
		53332 R.R. 215	
		ARDROSSAN	
		ALBERTA T8E2B2	
		DEBTOR - BART KOSSOWSKI	
		DEBTOR - MALGORZATA KOSSOWSKI	
		BOTH OF:	
		14025-106A AVE	
		EDMONTON	
		ALBERTA T5N1E2	
		AMOUNT: \$15,220 AND COSTS IF ANY	
		ACTION NUMBER: 180319518	
192 017 389	21/01/2019	WRIT	
		CREDITOR - CANADIAN IMPERIAL BANK OF COMMERCE.	
		C/O 70032 LONDONDERRY P.O.	
		EDMONTON	
		ALBERTA T5C3C6	
		DEBTOR - MALGORZATA KOSSOWSKI	
		14025 106A AVENUE NW	
		EDMONTON	
		(CONTINUED)	

ENCUMBRANCES, LIENS & INTERESTS			PAGE 3
REGISTRATION			# 142 341 167
NUMBER	DATE (D/M/Y)	PARTICULARS	
		ALBERTA T5N1E2	
		AMOUNT: \$44,173 AND COSTS IF ANY	
		ACTION NUMBER: 1903 00665	
192 025 265	30/01/2019	CERTIFICATE OF LIS PENDENS	
		AFFECTS INSTRUMENT: 162119272	
192 035 535	13/02/2019	WRIT	
		CREDITOR - D STUART JOHNSTON	
		104 11012-82 AVENUE	
		EDMONTON	
		ALBERTA T6G2P6	
		DEBTOR - MY HOME DESIGN AND CONSTRUCTION LTD.	
		14025 106A AVENUE	
		EDMONTON	
		ALBERTA T5N1E2	
		AMOUNT: \$625 AND COSTS IF ANY	
		ACTION NUMBER: 190302163	
192 257 072	24/10/2019	WRIT	
		CREDITOR - AMIT GROVER	
		CREDITOR - JAIRA GROVER	
		BOTH OF:	
		307-10178 117 ST NW	
		EDMONTON	
		ALBERTA T5K2X9	
		DEBTOR - BARTOSZ KOSSOWSKI	
		14025 106A AVE NW	
		EDMONTON	
		ALBERTA T5N1E5	
		AMOUNT: \$110,000 AND COSTS IF ANY	
		ACTION NUMBER: 180322957	
192 257 073	24/10/2019	WRIT	
		CREDITOR - EL VASCO INC.	
		11625 147 STREET NW	
		EDMONTON	
		ALBERTA T5M1W3	
		CREDITOR - KERRI WATT	
		CREDITOR - CHRISTOPHER WATT	
		BOTH OF:	
		11625-147 ST NW	
		EDMONTON	
		ALBERTA T5M1W3	
		DEBTOR - BARTOSZ KOSSOWSKI	
		14025 106A AVE NW	
		EDMONTON	
		ALBERTA T5N1E5	
		AMOUNT: \$80,193 AND COSTS IF ANY	
(CONTINUED)			

ENCUMBRANCES, LIENS & INTERESTS			PAGE 4
REGISTRATION	DATE (D/M/Y)	PARTICULARS	# 142 341 167
ACTION NUMBER: 180321243			
192 296 339	05/12/2019	WRIT CREDITOR - LANGIER REAL ESTATE DEVELOPMENTS LTD. C/O PATRICK & PATRICK 300, 10310 JASPER AVENUE NW EDMONTON ALBERTA T5J2W4 DEBTOR - BARTOSZ KOSSOWSKI 14025 - 106A AVENUE EDMONTON ALBERTA T5N1E2 AMOUNT: \$28,000 AND COSTS IF ANY ACTION NUMBER: 1903-23736	
192 299 170	10/12/2019	WRIT CREDITOR - NGAI SAI LEONG 13603 101 AVE NW EDMONTON ALBERTA T5N0J4 DEBTOR - BARTOSZ KOSSOWSKI 14025 106A AVE EDMONTON ALBERTA T5N1E5 AMOUNT: \$30,000 AND COSTS IF ANY ACTION NUMBER: 190300156	
202 002 616	06/01/2020	WRIT CREDITOR - CAPITAL ONE BANK (CANADA BRANCH). 70032 LONDONDERRY PO EDMONTON ALBERTA T5C3C6 DEBTOR - BARTOSZ M KOSSOWSKI 14025 106A AVE NW EDMONTON ALBERTA T5N1E2 AMOUNT: \$11,496 AND COSTS IF ANY ACTION NUMBER: 1903-24919	
202 281 566	18/12/2020	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 162119272	
TOTAL INSTRUMENTS: 013			

(CONTINUED)

PENDING REGISTRATION QUEUE			
DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	PAGE 5 # 142 341 167 LAND ID
D004Z9B	27/05/2022	ROBERT A SPEIDEL PROFESSIONAL CORPORATION 780-491-0000 CUSTOMER FILE NUMBER: BART	
001		TRANSFER OF INSTRUMENT	4677HW;67A;6
D007E7R	20/07/2022	ROBERT A SPEIDEL PROFESSIONAL CORPORATION 780-491-0000 CUSTOMER FILE NUMBER: 924825 AB LTD	
001		TRANSMISSION OF INSTRUMENT	4677HW;67A;6
TOTAL PENDING REGISTRATIONS: 002			

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF AUGUST,
2022 AT 11:40 A.M.

ORDER NUMBER: 45109833
CUSTOMER FILE NUMBER: 30374rt



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

TAB 15

COURT FILE NUMBER 1903 01275
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 924825 ALBERTA LTD.
DEFENDANTS BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI

DOCUMENT CONSENT ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 103 Avenue NW
Edmonton, AB T5J 0K4
Attention: Jerritt Pawlyk
Phone: 780-429-6835
Fax: 780-670-4329
Email: jerritt.pawlyk@dlapiper.com
File No.: 101070-00001

DATE ON WHICH ORDER WAS PRONOUNCED:	April 25, 2025
LOCATION WHERE ORDER WAS PRONOUNCED:	EDMONTON
NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER:	<i>B.W. Summers</i>

Upon the application of the Plaintiff and upon noting the consent of the Defendant, it is hereby ordered that:

1. The Judicial Listing price shall remain at \$1,650,000 until May 6, 2025.
2. In the event there are no acceptable offers received by May 6, 2025, the list price shall drop to \$1,600,000.
3. In the event there are no acceptable offers received by May 31, 2025, the list price shall drop to \$1,550,000.


APPLICATIONS JUDGE IN CHAMBERS

CONSENTED TO BY:

ROBERT D. GILLESPIE

Solicitor for the Plaintiff,
924825 Alberta Ltd.



BARTOSZ KOSSOWSKI

DLA PIPER (CANADA) LLP


Per: Bryce Wells/Jerritt R. Pawlyk
Solicitors for El Vasco Inc., Kerri Watt, Christopher Watt, Amit Grover, Jara Grover and Ngai Sai Leong

COURT FILE NUMBER 1903 01275
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF 924825 ALBERTA LTD.
DEFENDANTS BARTOSZ KOSSOWSKI and MALGORZATA KOSSOWSKI

DOCUMENT CONSENT ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 103 Avenue NW
Edmonton, AB T5J 0K4
Attention: Jerritt Pawlyk
Phone: 780-429-6835
Fax: 780-670-4329
Email: jerritt.pawlyk@dlapiper.com
File No.: 101070-00001

DATE ON WHICH ORDER WAS PRONOUNCED:	April 25, 2025
LOCATION WHERE ORDER WAS PRONOUNCED:	EDMONTON
NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER:	

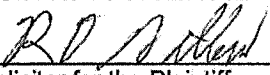
Upon the application of the Plaintiff and upon noting the consent of the Defendant, it is hereby ordered that:

1. The Judicial Listing price shall remain at \$1,650,000 until May 6, 2025.
2. In the event there are no acceptable offers received by May 6, 2025, the list price shall drop to \$1,600,000.
3. In the event there are no acceptable offers received by May 31, 2025, the list price shall drop to \$1,550,000.

APPLICATIONS JUDGE IN CHAMBERS

CONSENTED TO BY:

ROBERT D. GILLESPIE


Solicitor for the Plaintiff,
924825 Alberta Ltd.

DLA PIPER (CANADA) LLP

Per: Bryce Wells/Jerritt R. Pawlyk
Solicitors for El Vasco Inc., Kerri Watt, Christopher
Watt, Amit Grover, Jara Grover and Ngai Sai Leong

BARTOSZ KOSSOWSKI

AFFIDAVIT OF EXECUTION

**CANADA
PROVINCE OF ALBERTA
TO WIT**

)
)
)

I, BRENT DESOJA,
of the City of Edmonton,
MAKE OATH AND SAY:

I was personally present and did see **BARTOSZ KOSSOWSKI** named in the within instrument who is personally known to me to be the person named therein, duly sign, and execute the same for the purposes named therein.

The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.

I know the said **BARTOSZ KOSSOWSKI** and in my belief he is of the full age of 18 years.

SWORN BEFORE ME at the City of
Edmonton, in the Province of Alberta, this
22 day of May, 2025.

A Commissioner for Oaths in and for
the Province of Alberta

DIANA LEFEBVRE
A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA
MY COMMISSION EXPIRES SEPTEMBER 17, 2026



TAB 16

Court of Queen's Bench of Alberta

Citation: Paradigm Quest Inc. v. Fox, 2012 ABQB 70

Date: 20120125

Docket: 0903 20556

Registry: Edmonton

Between:

Paradigm Quest Inc.

Plaintiff

- and -

Robert Michael Fox and Stanley Edward Fox

Defendant

**Memorandum of Decision
of
W. S. Schlosser, Master in Chambers**

[1] This is a case about delay in a foreclosure action.

[2] In 2007 Robert Fox, and his father, Stanley Fox gave a high ratio mortgage to the Plaintiff. The father never lived on the property. It was for the son and his now estranged wife.

[3] After a time, the mortgage went into arrears. In December 2009, Paradigm Quest began foreclosure proceedings. At that time, \$346,893.47 was owing.

[4] The Defendants filed a Demand of Notice, March 17, 2010.

[5] In March 2010, the Defendants proposed a "quit claim". The Plaintiff refused, saying that it needed an appraisal to determine if there was deficiency as the nature of the mortgage entitled it to a judgment for the deficiency.

[6] March 23, 2010, Robert Fox's wife filed a *Matrimonial Property Act* Certificate of Lis Pendens. Although it is not formally in evidence, my notes are that Ms. Fox continued to reside on the property after Robert Fox moved out.

[7] In April 2010, the property was appraised at \$335,000.00. However, this Plaintiff's appraisal was not disclosed to the Defendant until January 2011.

[8] A payout statement was provided to the Defendants in August 2010. The Defendants took issue with some of the charges.

[9] A second appraisal was obtained by the Plaintiff in September 2010. The market was declining. The appraised value was then \$315,000.00. It was the same appraiser as before.

[10] The Plaintiff intended to set the matter down again. There was a one month adjournment at the hands of the Defendants in September 2010.

[11] The matter was heard in November of 2010, based on the September appraisal. It was disclosed that there was the earlier (higher) appraisal. The matter was adjourned again on the basis that the April appraisal would be provided to Defence counsel. The April appraisal was provided in January of 2011.

[12] The Plaintiff then took out a fresh Motion. Though it was returnable in regular chambers, the Defendant filed a brief. Leave was given to the Plaintiff to file a brief in response. For a time it looked like the matter would be settled.

Value

[13] The effect of delay in a foreclosure proceeding has been considered in a number of cases. The law is succinctly reviewed by Master Laycock in *Resmor Trust Company v. Rahman*, 2011 ABQB 725. In that case, Master Laycock observes:

The Alberta Court of Appeal in *Yorkshire Trust* held that in the case of an Order for Sale to the lender, the value should be fixed on the date when the lender was first entitled to apply for such an order, or the day when the order is obtained, *whichever is the higher* (para. 13). (emphasis added).

[14] In this case, the lender would have been entitled to apply for an Order for Sale to itself within a reasonable time after the April 2010 appraisal. Accordingly, the value should be fixed at \$335,000.00.

Interest, Fees, and (etc.)

[15] A lender has an obligation to proceed in a reasonably expeditious fashion.

The lender's claim to ongoing interest, maintenance costs and solicitor and client fees may be limited where fairness to the debtor requires it.

[16] This requires consideration of a range of competing factors.

[17] The Plaintiff is deprived of the benefit of their security until judgment, especially if the mortgagors are not paying and have no intention of availing themselves of s. 38 of the *Law of Property Act*, to pay up the arrears and redeem. From the Defendant's perspective, the effect of the delay is essentially to lengthen the redemption period. During that time the mortgagor or their nominee may be benefiting from the property. The mortgagor could sell the property during that time, though given that an Order for Sale to the Plaintiff may be immanent, this may not be a practical option. In this case the Matrimonial Lis Pendens would likely have prevented a sale or settlement by consent.

[18] While a lender may have an obligation to proceed in a reasonably expeditious fashion, a Defendant in a foreclosure action is not powerless to move the matter forward. If a Defendant is not willing to accept a Plaintiff's appraisal, they can obtain their own. Although it is not usually done, there is no reason that a Court cannot determine the value at the instance of the mortgagor. Although foreclosure is a specialized type of litigation in that that takes place, for the most part, in regular chambers, there appears to be no reason that a Defendant could not avail themselves of the Formal Compromise Rules. The complicating factor in this case is that the mortgagors were unaware of the April appraisal until the fall of 2010. Until the lender obtains an appraisal there is nothing tangible for the mortgagor to respond to.

[19] As Master Laycock observed in the *Resmor* case:

To be clear it is not every delay which can be seized upon by a defendant to argue prejudice. Actions may be delayed for any number of valid reasons. There may be ongoing negotiations, which the court would encourage. A deponent may be absent and unable to complete an affidavit. People, who are essential to the character the action, may be ill or on holidays. Appraisers may be delayed in obtaining access to the property. A four or five month gap in a foreclosure may well be justified. It is the lack of explanation in this case, in the face of the complaint by the defendant, that is a cause for concern.

[20] It is not known why the April appraisal was not provided to the Defendant initially. The incorrect payout statement provided in August of 2010 caused some delay. It is not known why a second appraisal was ordered in September of 2010. The second appraisal obviously complicated things from the Plaintiff's perspective. Since the Defendants were willing to try to resolve this cooperatively the only issues appear to have been value and a proper accounting.

[21] Master Laycock found that roughly two months was appropriate for the Plaintiff to apply for a Rice Order in the **Resmor** case. In this case there is no explanation for any of the delay, including why it took four months to obtain the first appraisal.

[22] In my view there is no reason the lender could not have been in a position to obtain an Order for Sale to itself in June 2010. Interest and other charges are capped as at the end of June 2010.

[23] The lender is entitled to its solicitor-client costs to this point plus its costs for one Application. The amount shall be fixed by a Review Officer, with notice to Defendants' counsel.

Heard on the 27th day of July, 2011.

Dated at the City of Edmonton, Alberta this 25th day of January, 2012.

W. S. Schlosser
M.C.C.Q.B.A.

Appearances:

Raymond Steen
Witten LLP
for the Plaintiff

Michael Hall
Hall & Revering
for the Defendant